

STANDARD FORM 2  
FEBRUARY 1965  
EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

2/17/00

LEASE NO. GS-05B-16645

THIS LEASE, made and entered into this date by and between

whose address is

Kay E. McCabe, Trustee.  
c/o Bledsaw Equities, Inc.  
110 Merchant Street  
Decatur, IL 62523-1127

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

8,625 rentable square feet (8,000 net usable square feet) of ground floor office space and 30 outside, on-site parking spaces at the site to be known as:

Social Security Administration Building  
606 West Pershing Road  
Decatur, Illinois 62526

to be used for such purposes as determined by the General Services Administration.

The common area factor is  $\frac{1.078125}{1.09742}$  between rentable and usable square feet. *KEM 11/03/99*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2000 through June 30, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$208,000 or \$17,333.33, per month in arrears for years 1-10. Then for years 11-20 the Government shall pay the Lessor annual rental decrease of (b) (4) Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Kay E. McCabe, Trustee.  
C/o Bledsaw Equities, Inc.  
110 Merchant Street  
Decatur, IL 62523-1127

4. The Government may terminate this lease at any time on or after June 30, 2010 by giving at least 120 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

*KEM 11/03/99*  
*cdc*

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All services, utilities and maintenance, including the electrical current for lighting and operation of office equipment shall be provided by the lessor as specified in the attached Solicitation for Offers No. GS-05B-16645.

The thirty (30) on-site, outside parking spaces will be provided at no additional cost to the Government. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-16645 as amended, and other attachments to the lease.

7. The following are attached and made a part hereof:

- (A) Attachment A-Paragraph 9 through 22 of this lease consisting of 2 pages.
- (B) Solicitation for Offers No. GS-05B-16645 dated July 7, 1999 (54 pages)
- (C) GSA Form 3517B (Rev. 1/98) consisting of 24 pages.
- (D) GSA Form 3518 (Rev. 1/98) consisting of 5 pages.
- (E) Certificate of Procurement Integrity consisting of 1 page.
- (F) Drawing (Site Plan), and A1(Floor Plan).

8. The following changes were made in this lease prior to its execution:
- Standard Form 2 Paragraph 5,
  - Solicitation for Offers No. GS-05B-16645 Paragraphs 1.6. Offer Due Date,
  - Solicitation for Offers No. GS-05B-16645 Paragraphs 1.8 How to Offer,
  - Solicitation for Offers No. GS-05B-16645 Paragraphs 2.1 Negotiations,
  - Solicitation for Offers No. GS-05B-16645 Paragraphs 2.2 Price Evaluation

have been deleted in their entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: RALPH L. BLEDSAW JR. IRREVOCABLE TRUST

BY (b) (6) 11/03/99  
Trustee (Signature) Kay E. McCabe (Signature)

IN PRESEN (b) (6) 3375 Long Creek Road  
Decatur, IL 62521  
(Signature) Dina G. Durbin (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY (b) (6)  
CHERYL D. EXCELLENT / Contracting Officer  
(Signature) (Official title)

**EFFECTIVE DATE**

9. The commencement date of July 1, 2000 as stated in Paragraph 2 of the lease is the estimated effective date. The Lessor will complete the space, ready for beneficial occupancy, no later than 180 calendar days after receipt of approved space layouts and finish selections from the Government. The actual effective date shall be further defined as the date the space has been inspected by a GSA representative and determined to be ready for occupancy by the Government.
10. The actual commencement date will be established by supplemental lease agreement to the lease, if necessary. The lease will then be in effect for 20 years, 10 years firm. The anniversary date for annual escalations, operating cost adjustments and termination rights shall be adjusted to coincide with any revised actual commencement date.

**NET USABLE MEASUREMENT**

11. The total net usable square foot area referred to in Paragraph 1 is subject to adjustment but may not exceed the maximum limitation defined in the Solicitation for Offers. Should there be any adjustments in the square footage delivered, that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$26.00 per net usable square foot per annum for years 1-10 and (b) (4) per net usable square foot per annum for years 11-20. The lease shall be amended by Supplemental Agreement after actual field measurement to establish the square footage and rental in compliance with the terms of the lease.

KEM 11/03/99

**OPERATING COST ADJUSTMENTS**

12. The rent is subject to annual operating cost adjustments in accordance with Section 3, Paragraph 3.6 (A through E) of Solicitation for Offers No. GS-05B-16645 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost will be (b) (4) rentable square foot or (b) (4) per net usable square foot).

**TAX ADJUSTMENTS**

13. It is understood that tax adjustments shall be administered in accordance with Paragraph 3.4 (A through G), Tax Adjustment, GSAR 552.270-24, of Solicitation for Offers No. GS-05B-16645. The Government will occupy 63.16 percent of the net usable square foot area of the building.

**UNIT COSTS**

14. The following unit costs will be referenced to determine the cost of adjustments necessary for the use of more or less materials than the amount stated in the SFO, either the credit due the Government for using less materials or the lump-sum due the Lessor for furnishing additional materials installed in accordance with the final layout drawing:

Telephone Outlets, Floor Mounted  
Telephone Outlets, Wall Mounted  
Duplex Electrical Outlets, Floor Mounted  
Duplex Electrical Outlets, Wall Mounted  
Quadruplex Electrical Outlets, Floor Mounted  
Quadruplex Electrical Outlets, Wall Mounted  
Dedicated 115V, 20A, Electrical Outlets, Floor  
Dedicated 115V, 20A, Electrical Outlets, Wall  
Ceiling High Partitions(Taped, Sanded, Vinyl Covering)  
Interior Doors(Includes Hardware, Frame and Finishing)

(b) (4)

INITIALS: KEM & cde  
LESSOR GOVERNMENT

11/03/99

**OVERTIME**

15. If heating or cooling is required by the Government on an overtime basis, it shall be provided at \$12.00 per hour for years 1-20.

**OWNER**

16. The recorded owner of the property is Ralph L. Bledsaw Jr. Irrevocable Trust, 110 Merchant Street, Decatur, IL 62523-1217. The Offeror is Kay E. McCabe, Trustee, c/o Bledsaw Equities, Inc., 110 Merchant Street, Decatur, IL 62523.
17. The Lessor shall not construct, change, alter, remove or add to the leased area without prior notification and approval from the General Services Administration (the Contracting Officer or his representative).

**TRANSFER OF PROPERTY**

18. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments.

A letter from prior lessor (transferee) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.

Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

Evidence of the transfer of title.

A letter from successor lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.

**IRS TAX IDENTIFICATION NUMBER**

19. The IRS tax identification number for the new owner (b) (6)

**PROPERTY IDENTIFICATION NUMBER**

20. The Tax Identification Number for the real estate parcels occupied under this lease is as follows:  
2 - parcels- 07-07-34-379-016 & 07-07-34-379-017 and an Enterprise Zone Tax Identification Number which is as yet unassigned by Hickory Point Township Assessor's Office.  
DUNS Number- Offeror's Data Numbering System (DUNS) number is (b) (6), (b) (6)

**DESIGN ELEMENTS**

22. It is understood that the Government has the flexibility to move the windows and doors on preliminary floor plan to other reasonable areas of the building that may fit the tenants' needs during the design process.

The Government will determine the design of the interior space, including restrooms and drinking fountains.

INITIALS: KEM & cde  
LESSOR GOVERNMENT

11/03/99

KEM 11/03/99

KEM 11/03/99



CERTIFICATE OF PROCUREMENT INTEGRITY

1. I, Kay E. McCabe (Name of certifier), am the officer or employee responsible for the preparation of this offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d) or (f) of the Office of Federal Procurement Policy Act, as amended \* (41 U.S.C. 423), hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement GS-05B-16645 (solicitation number).
2. As required by subsection 27(e) (1) (B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of Kay E. McCabe (Name of Offeror) who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as concerning a violation or possible violation of the Act, as implemented in the FAR, pertaining to this procurement.
3. Violations or possible violations: (Continue on plain bond paper if necessary, and label Certificate of Procurement Integrity, "Continuation Sheet"). ENTER "NONE" IF NONE EXISTS.

None.

4. I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e) (1) (B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

(b) (6)

02  
Signature of officer or employee responsible for offer

11/03/99  
Date

Kay E. McCabe, Trustee

Typed name of officer or employee responsible for offer

\*Section 27 became effective on December 1, 1990.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

## SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

Decatur, Illinois

7,500-8,000 Usable Square Feet  
30 on-site parking spaces

(b) (6)

NAME: CHERYL EXCELLENT /

TITLE: CONTRACTING OFFICER

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## **1.0 SUMMARY**

### **1.1. AMOUNT AND TYPE OF SPACE (JAN 1997)**

- (a) The General Services Administration (GSA) is interested in leasing approximately 8,625 Rentable square feet of space. The Rentable space must yield a minimum of 7,500 BOMA Usable Square Feet (as defined elsewhere in this solicitation) to a maximum of 8,000 BOMA Usable Square Feet on one floor, available for use by Tenant for personnel, furnishings, and equipment.
- (b) Offers must be for space located in a quality building of sound and substantial construction as described in this solicitation for offers, have a potential for efficient layout. For purposes of this solicitation, the definition of BOMA Usable Square Feet is in the paragraph entitled "BOMA Usable Square Feet" in the Miscellaneous section of this solicitation. GSA prefers to be in a single tenant building.
- (c) To demonstrate potential for efficient layout, offerors may be requested to provide test fit layouts when the space offered contains certain features like:
- narrow column spacing
  - atriums, light wells or other areas interrupting contiguous spaces
  - extremely long, narrow runs of space
  - irregular space configurations, or
  - other unusual building features.

The Government will advise the offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The offeror will have the option of increasing the BOMA Usable square footage offered provided that it does not exceed the maximum BOMA Usable square footage in the solicitation. If the offeror is already providing the maximum BOMA Usable square footage and cannot house the Government's space requirements, then the Government will advise the offeror that the offer is unacceptable.

- (d) Unless otherwise noted, all references in this solicitation to square feet shall mean BOMA Usable Square Feet.

Unless otherwise noted, all references in this solicitation to square feet shall mean usable square feet.

The approximate breakdown of the total square footage required is as follows:

Reception Area .....	492
Open Area .....	5258
Multi-Purpose Room .....	400
ADP Room .....	200
Private Offices .....	1-225 AND 1- 165
Private Restrooms .....	1 set for employees and 1 set for visitors
Storage Room .....	370
Video Teleconference Room.....	300
Private Interviewing Room.....	90

### **1.2. PARKING/TRANSPORTATION**

Adequate public transportation is required to the proposed location in those cities or towns that have a public transportation system.

Vehicle parking facilities, to accommodate 30 on site parking spaces, must be available with 2-hour minimum meters or otherwise unrestricted parking for visitors and employees within two blocks of the office. Such parking must be usable during normal working hours. Parking space which is routinely occupied by mid-morning would not be acceptable for visitor use.

Parking for the handicapped must comply with the "Parking and Loading Zones" paragraph in the HANDICAPPED ACCESSIBILITY section of this Solicitation. The location of the parking for the handicapped must also be positioned as to not mandate the disabled from crossing any streets.

### **1.3. AREA OF CONSIDERATION**

The space offered must be within the below delineated boundaries:  
DECATUR, IL, City boundaries.

### **1.4. LOCATION: INSIDE OR OUTSIDE CITY CENTER (JAN 1997)**

- (a) CITY CENTER NEIGHBORHOOD:

Space must be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks should be well maintained.

(1) PARKING AND TRANSPORTATION:

The parking to square foot ratio available on-site must at least meet current local code requirements.

(2) LOCATION AMENITIES:

A variety of inexpensive and moderately priced fast food and/or eat-in restaurants must be located within 5 BLOCKS and other employee services such as retail shops, cleaners, banks, etc., should be located within 5 BLOCKS.

**1.5. LEASE TERM**

The lease term is for 20 years, 10 years firm. GSA may terminate this lease at any time after the initial term on 120 days written notice to the lessor.

~~1.6. OFFER DUE DATE~~

~~Offers are due by August 6, 1999, and must remain open until March 31, 2000.~~

**1.7. OCCUPANCY DATE**

Occupancy is required within 180 calendar days from the date of award or from receipt of plans and samples, whichever is later. GSA shall deliver layout drawings and necessary finish selection to the successful Offeror by 100 days after award.

~~1.8. HOW TO OFFER (JAN 1997)~~

~~(a) Offers are to be submitted to the Contracting Officer at:~~

~~General Services Administration~~

~~Client Service Team - 5PEG~~

~~230 South Dearborn~~

~~Room 3622~~

~~Chicago, Illinois 60604~~

~~ATTN: D'Menda Miles~~

(b) No later than the close of business on the offer due date the following documents, properly executed, must be submitted:

(1) GSA Form 1364, Proposal to Lease Space (enclosed) or similar form.

(2) GSA Form 1217, Lessor's Annual Cost Statement (enclosed).

(3) Representations and Certifications (enclosed).

(4) One-eighth inch (preferred) or larger scale first generation blue line plans of the space offered.

(i) Photostatic copies are not acceptable. All architectural features of the space must be accurately shown. If conversion or renovation of the building is planned, alterations to meet this solicitation must be indicated. If requested, more informative plans must be provided within 15 days.

(ii) Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors should meet local code requirements for issuance of occupancy permits.

(iii) GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the BOMA Usable space. The required corridors may or may not be defined by ceiling high partitions. Actual corridors in the approved layout for the successful offeror's space may differ from the corridors used in determining the BOMA Usable square footage for the lease award.

(5) A list of unit costs for adjustments (see paragraph entitled "Alterations Costing \$100,000 or Less").

(6) An hourly overtime rate for overtime use of heating and cooling (see paragraph entitled "Overtime Usage").

(7) The estimated cost to prepare the space for occupancy by the Government.

(8) The offeror's proposed amortization rate for tenant alterations.

(c) The Offeror should also include as part of the offer, information which addresses any award factors which are listed in the solicitation paragraph entitled "Other Factors."

(d) See Solicitation Provisions for instructions. If additional information is needed, the Contracting Officer should be contacted.

(e) There will be no public opening of offers and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of

offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data."

#### 1.9. PLANS WITH OFFER (JAN 1997)

All plans submitted for consideration must be Computer-Aided Design (CAD) files in the AutoCAD Release 12 (or later) .dwg format. Clean and purged files are to be submitted on 3½ inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (¼ inch Cartridge) tape. All submissions must be accompanied with a written matrix indicating the layering standard used to ensure all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space must be accurately shown.

#### 2.0 AWARD FACTORS

##### ~~2.1. NEGOTIATIONS (JAN 1997)~~

- ~~(a) The Government reserves the right to award a lease pursuant to this solicitation based on initial offers. If no such award is made, negotiations will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the cover of this solicitation. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.~~
- ~~(b) The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the Contracting Officer or designee.~~
- ~~(c) The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this solicitation and will include all offers that have a reasonable chance of being selected for award.~~
- ~~(d) Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Best and Final" offers.~~

##### ~~2.2. PRICE EVALUATION (PRESENT VALUE) (JAN 1997)~~

- ~~(a) If annual CPI adjustments in operating expenses are included, Offerors are required to submit their offers with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.~~
- ~~(b) Offerors are required to submit plans and any other information to demonstrate that the rentable space yields BOMA Usable space within the required BOMA Usable range. The Government will verify the amount of BOMA Usable square footage and convert the rentable prices offered to BOMA Usable prices, which will subsequently be used in the price evaluation.~~
- ~~(c) If the offer includes annual adjustments in operating expenses, the base price per BOMA Usable square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.~~
- ~~(d) Evaluation of offers will be on the basis of the annual price per BOMA Usable square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per BOMA Usable square foot to a composite annual BOMA Usable square foot price, as follows:~~
  - ~~(1) Parking and wareyard areas will be excluded from the total square footage, but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.~~
  - ~~(2) If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.~~
  - ~~(3) If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.~~
  - ~~(4) To the gross PVC will be added:  
-- The cost of Government provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.  
♦ The annualized (over the full term) per BOMA Usable square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)~~
  - ~~(5) The sum of either (2) and (4) or (3) and (4), above, will be the per BOMA Usable square foot present value of the offer for price evaluation purposes.~~

11/03/99

**2.3. AWARD (JAN 1997)**

- (a) After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- (b) The proposed lease shall consist of:
- (1) Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
  - (2) required clauses,
  - (3) required certifications and representations,
  - (4) the pertinent provisions of the offer, and
  - (5) the pertinent provisions of the SFO.
  - (6) prevailing wage rates (applicable only when new construction is offered and where the Government will be the sole or predominant tenant.
- (c) The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

**2.4. AWARD BASED ON PRICE (DEC1996)**

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this solicitation and is the lowest priced offer submitted (see the SFO paragraph entitled "Price Evaluation (Present Value)").

**3.0 MISCELLANEOUS**

**3.1. UNIT COSTS FOR ADJUSTMENTS**

Several paragraphs in this SFO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost estimating. Actual quantities may not be determined until after the lease is awarded and the space layout completed. To enable an equitable settlement if the Government layout departs from the projection, the Offeror must list a unit cost for each of these materials. GSA will use each unit cost to make a lump sum payment or rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to state in the offer or in an attachment: . The data, telephone and outlets in the furniture panels will not be included in the count for unit cost adjustments.

- The cost per linear foot of office subdividing ceiling-high partitioning.
- The cost per floor mounted duplex electrical outlet.
- The cost per wall mounted duplex electrical outlet.
- The cost per floor mounted fourplex (double duplex) electrical outlet.
- The cost per wall mounted fourplex (double duplex) electrical outlet.
- The cost per dedicated clean electrical computer receptacle.
- The cost per floor mounted telephone outlet.
- The cost per wall mounted telephone outlet.
- The cost per interior door.

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**3.2. ALTERATIONS \$100,000 OR LESS (JAN 1997)**

- (a) The unit prices which the Offeror is required to list will be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government.

11/03/99

- (b) Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- (c) Orders may be placed by the Contracting Officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- (d) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.

### 3.3. ALTERNATE PROPOSALS

This solicitation may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

- Itemized costs for lump sum payment not to be included in the rental rate, and
- A rental rate which includes the costs of these items.

The Offeror must provide costs for both methods of evaluation on the lease proposal form in order to be considered for award. GSA may elect the option it deems most favorable.

### 3.4. TAX ADJUSTMENT, GSAR 552.270-24 (AUG 1992)

- (a) Real estate taxes, as referred to in this clause, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon Lessor or assessed against the Building and/or the land upon which the building is located.
- (b) Base year taxes as referred to in this clause are the real estate taxes for the first twelve (12) month period coincident with full assessment, or may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property. Government and Lessor agree that Base year taxes shall be \$2.50 per usable square foot of area occupied by the Government. *KEM 11/07/99*
- (c) The term "full assessment" as referred to in this clause means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- (d) The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in the Prompt Payment clause of this lease, GSAR 552.232-71) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within ten (10) calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within sixty (60) calendar days after the date the tax payment is due from the Lessor to the taxing authority. Failure to submit the proper invoice and evidence of payment within such time frame shall be a waiver of the right to receive payment resulting from an increased tax adjustment under this clause.
- (e) The Government shall make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes, or receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with paragraph (d).
  - (i) In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. The Government shall be responsible for payment of any tax increase over the base year taxes only if the proper invoice and evidence of payment is submitted by the Lessor within sixty (60) calendar days after the date the tax payment is due from the Lessor to the taxing authority. The due date for making payment shall be the thirtieth (30<sup>th</sup>) calendar day after receipt of evidence of payment by the Contracting Officer or the thirtieth (30<sup>th</sup>) calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment have been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.



- (ii) In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with paragraph (d) of this clause. The Government shall be entitled to and shall receive a credit for the prorata reduction in taxes applicable to the Premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with paragraph (f) of this clause and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the Lease (including but not limited to credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the Lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within fifteen (15) calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in thirty (30) day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- (f) The Government shall pay its share of tax increases or receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy).. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto.
- (g) The Government may direct the Lessor upon reasonable notice to initiate a tax appeal or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including but not limited to affirming the accuracy of the documents, executing documents required for any legal proceeding and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

### 3.5. PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

### 3.6. OPERATING COSTS GSAR 552.270-23 (JUN 1985)

- A. Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the cost of living index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The cost of living index will be measured by the U.S. Department of Labor revised consumer price index for wage earners and clerical workers, U.S. city average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the cost of living index for the month prior to the lease commencement date.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the cost of living index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in rent provided under this clause.
- E. The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on block 19 of GSA Form 1364, Proposal to Lease Space, contained elsewhere in this Solicitation.

**3.7. OPERATING COSTS BASE (JAN 1997)**

The base for the operating costs adjustment will be established during negotiations based upon BOMA Usable Square Feet.

**3.8. RENTABLE SPACE (JUN 1994)**

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

**3.9. BOMA USABLE SQUARE FEET (JAN 1997)**

- (a) For the purposes of this solicitation, the Government recognizes the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (b) BOMA Usable Square Feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet shall be computed as if the deviation were not present. BOMA Usable will be the same definition as it would be the same in a single tenant building as it is in a multi-tenant building. This is to keep all offers equal. Basically, the common areas would be clients set of washrooms, vestibule, and mechanical rooms. The common area measurement should not be included in the Usable Measurement. If you have any questions regarding this matter, bring in to the specialist attention during negotiation.

**3.10. COMMON AREA FACTOR (JAN 1997)**

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space).

**3.11. APPURTENANT AREAS**

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

**3.12. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (JUN 1994) (VARIATION)**

- (a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- (b) The rate will be reduced by that portion of the costs per BOMA Usable square foot of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

**3.13. EVIDENCE OF CAPABILITY TO PERFORM**

- (a) AT THE TIME OF SUBMISSION OF OFFERS, OFFERORS SHALL SUBMIT TO THE CONTRACTING OFFICER:
  - (1) Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan; term in years; annual percentage rate; length of loan commitment.
  - (2) The name of the proposed construction contractor, as well as evidence of his experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
  - (3) The license or certification of the individual(s) and/or firm(s), providing architectural and engineering design services, to practice in the state where the facility is located.
  - (4) Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
  - (5) Evidence of ownership or control of site.
- (b) AFTER AWARD:  
Within 30 days after award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of:
  - (1) A firm commitment of funds in an amount sufficient to perform the work.
  - (2) Award of a construction contract with a firm completion date.
  - (3) Issuance of a building permit covering construction of the improvements.

### 3.14. CONSTRUCTION SCHEDULE

- (a) Within 14 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date (see paragraph entitled "Occupancy Date"). The finalized schedule is to be submitted no later than 28 days after award.
- (b) The schedule is to include timing for completion of design and construction milestones, including but not limited to, (1) submittal of preliminary plans and specifications, (2) submittal of other working drawings, (3) issuance of a building permit, (4) completed construction documents, (5) start of construction, (6) completion of principal categories of work, (7) phased completion, and availability for occupancy of each portion of the Government space (by floor, block, or other appropriate category), and (8) final construction completion.

### 3.15. PROGRESS REPORTS

After start of construction, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 10 days. The report shall include information as to percentage of the work completed by phase and trade, a statement as to expected completion and occupancy date, changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc.

### 3.16. CONSTRUCTION INSPECTIONS

- (a) Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the solicitation requirements and the final working drawings.
- (b) Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

### 3.17. MISCELLANEOUS LABOR CLAUSES (AUG 1994)

- 1. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 1995)
  - (a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
  - (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
  - (d) *Payrolls and basic records.*
    - (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
    - (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

- (e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.
2. 52.222-6 DAVIS-BACON ACT (FEB 1995)
- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that

the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

4. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure

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to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

- (a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

7. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination—Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and

dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
8. 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)  
A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.
9. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)  
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.
10. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)  
The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
11. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)  
(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).  
(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).  
(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **4.0 GENERAL ARCHITECTURAL**

##### **4.1. SIGNAGE**

The Lessor will provide and install appropriate exterior signage. The signage should be approved by GSA. Necessary permits will be obtained by the Lessor. Directories and lobby signs will be provided by the Lessor in Multi-tenant buildings, which will clearly identify the location of the SSA office. The Lessor will return to the Government all exterior and interior signs which the Government procured through and/or provided to the Lessor.

##### **4.2. QUALITY AND APPEARANCE OF BUILDING EXTERIOR**

The space offered should be located in a new or modern office building with facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition acceptable to the Contracting Officer. The building should be compatible with its surroundings. Overall the building should project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The building should have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim and window casing are to be clean and in good condition. If not in a new or modern office building, the space offered should be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer must be submitted as part of the offer.

##### **4.3. WORK PERFORMANCE**

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Contracting Officer.

##### **4.4. BUILDING SYSTEMS (JAN 1997)**

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

##### **4.5. SPACE EFFICIENCY**

The design of the space offered must be conducive to efficient layout and good utilization.

##### **4.6. FLOOR PLANS AFTER OCCUPANCY**

Within 14 days after occupancy, 1/8-inch as-built mylar reproducible full floor plans showing the space under lease as well as corridors, stairways, and core areas must be provided to the Contracting Officer.

#### 4.7. CAD AS-BUILT FLOOR PLANS (JAN 1997)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, must be provided to the Contracting Officer along with the mylar drawings required above. The plans must be in AutoCAD Release 12 (or later) .dwg format. Clean and purged files are to be submitted on 3 1/4 inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4 inch Cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator will demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

#### 4.8. FLOORS AND FLOOR LOAD (JAN 1997)

All adjoining floor areas must be of a common level, non-slip, and acceptable to the Contracting Officer. Underfloor surfaces must be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per BOMA Usable square foot plus 20 pounds per BOMA Usable square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per BOMA Usable square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

#### 4.9. EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at both public and employee entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. The doors in the vestibule at the public entrance must be heavy duty tempered glass that meets all local codes and NFPA requirements. Vestibules and door arrangements must meet ADA and NFPA requirements. Walk-off mats shall be provided at all exits that open to the exterior. Mats shall be spot cleaned and/or shampooed as required during the term of the lease.

#### 4.10. WINDOWS (SEP 1991)

Office space must have windows in each exterior bay unless waived by the Contracting Officer.

All windows shall be weathertight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

#### 4.11. ACCESSIBILITY AND SEISMIC SAFETY (JAN 1997)

(a) All offers received in response to this solicitation will be evaluated to determine whether the offers fully meet one of the Model Building Seismic Design Provisions shown below and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers which do not fully meet these requirements will not be considered.

##### (b) FULL COMPLIANCE:

- (1) "Fully meets" as used herein with respect to accessibility means the offer fully complies with the ADAAG and UFAS requirements for Parking (Automobile and Van) and Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
- (2) "Fully meets" with regard to seismic safety, means that the building design and construction are in compliance with the seismic requirements of one of the following Model Building Code Seismic Design Provisions as applicable in the geographical area. Compliance shall be established by a registered structural engineer's evaluation.

BUILDING TYPE	Model Building Code Seismic Design Provisions		
	BOCA	SBCCI	UBC
Wood Frame, Wood Shear Panels	*	*	1949
Steel Moment Resisting Frame	1987	1991	1976
Steel Braced Frame	1990	1991	1988
Steel Frame w/Concrete Shear Walls	1987	1991	1976
Reinforced Concrete Moment Resisting Frame	1987	1991	1976
Reinforced Concrete Shear Walls	1987	1991	1976
Tilt-up Concrete	1987	1991	1973
Reinforced Masonry	1987	1991	1976

\*Local provisions for wood construction need to be compared to the 1949 UBC to determine benchmark year.  
For additional building types, see NISTIR 5382.

#### 4.12. LANDSCAPING (OCT 1996)

Where topographical conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions. The Contracting Officer shall approve the landscaping to be provided.

## **5.0 ARCHITECTURAL FINISHES**

### **5.1. BUILDING FINISHES**

Building finishes shall be for first class, modern space.

### **5.2. LAYOUT AND FINISHES**

All required finish selection samples must be provided within 14 days of the request for such by the Contracting Officer. GSA shall deliver layout drawings and necessary finish selections to the Lessor within 100 days after award or after receipt of plans and samples, whichever is later.

### **5.3. CEILINGS (SEP 1991)**

Ceilings must be at least 9 feet and no more than 11 feet measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:

- Restrooms: plaster or pointed and taped gypsum board.
- Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or equivalent quality to be approved by the Contracting Officer.
- Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

### **5.4. DOORS: EXTERIOR (DEC 1992)**

Exterior doors must be heavy duty, full flush, hollow steel construction, solid core wood, or insulated tempered glass. Wood doors shall be at least 1 1/4 inches thick. Exterior doors shall be weather-tight and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

### **5.5. POWER OPERATED ENTRANCE DOORS**

Furnish, install and maintain an approved automatic, electro-mechanical folding door entrance system including aluminum doors and side-lights, header, operator and actuating controls as described herein.

Provide 120V, 60 Hz, single phase service to junction box of both sets of folding door entry systems. Contractor shall pull power for same from nearest available non-dedicated source.

All automatic entrance equipment is to comply with ANSI/BHMA A156.10

## **MATERIALS**

1. Automatic door system components including doors, frames operator, thresholds, hardware, etc., shall be first line products as manufactured by Stanley, Besam, Dor-O-Matic, or an approved equivalent. Bidders shall submit Manufacturer and Model of the door systems proposed for installation under the terms of this agreement. Both door systems shall be of the same manufacturer. Sliding Door System
2. Hardware shall be heavy duty, and shall be constructed of corrosion resistive materials. sliding door shall be a single slide type. The sliding door system shall include a two point lock securing the lead edge of the door style to the jamb and the hanger assembly. The sliding door shall be provided with a key cylinder on the exterior and a thumb turn on the interior as required by NFPA 101. Structural extruded aluminum sections shall be 6063-T5 aluminum, not less than .125" in thickness, with an anodized finish of a color which most closely matches that of the existing structural aluminum members. Vertical aluminum members shall have fingerboards to protect against personal injury. Header shall as well be extruded aluminum of a thickness that will provide for support of a sliding door of a size and weight necessary for this installation over a span of not less than 14' with negligible deflection. Door system shall employ an anti-riser device, a lower door track, and an anti-derailing mechanism.
3. The operator shall be actuated from the entrance vestibule by means of a header mounted, presence sensing system. The sensing system shall be self contained, fully adjustable sensing device that shall work in conjunction with motion sensors. The installed door shall provide for an opening of not less than 32" width, in compliance with the Americans With Disabilities Act 4.13.12.
4. The installed door shall have a entrance safety device which will recycle the doors whenever an object is encountered during the closing cycle. Sliding door shall be installed in such a fashion so as to allow the door panel to swing outward for emergency egress; whenever this occurs the sliding door system shall immediately disconnect automatic operation.

Automatic operation shall not resume until the door has been returned to its normal operational position. The time required for installed door to open to the back check position shall be 3 seconds minimum. The force required to stop door movement shall 15 lb (66.6 Newtons), maximum, in compliance with the **Americans With Disabilities Act 4.13.12.**

5. Door system shall be provided with adjustable nylon weather-stripping on the lead edges of the sliding door, weather-stripping between the carrier and the header, on the lead stile and the sidelight.

**5.6. DOORS: INTERIOR (SEP 1991)**

Doors must have a minimum opening of 36" by 80". Hollow core wood doors are not acceptable. They must be flush, solid core natural wood, veneer faced or equivalent finish as approved by the Contracting Officer. They shall be operable by a single effort and must be in accordance with national building code requirements. 15 interior doors will be required. The number of interior doors does not include restroom or wardrobe doors (if provided).

**5.7. DOORS: HARDWARE (DEC 1992)**

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closers. All door entrances from public corridors, exterior doors and other doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

**5.8. DOORS AND LOCKS**

All entrance doors will have dead-bolt locks with minimum 1-inch throws. The interior of the door will be equipped with a thumb latch and a sign on the door must state, "This door must remain unlocked while the office is occupied."

In space located on the ground floor level, all rear and side doors will be constructed with solid wood cores or be metal sheathed, equipped with panic hardware with key override. A separate employee entrance providing ingress/egress without going through the reception area is required. The employee entrance door (and delivery door, if provided) will also be equipped with a push-button combination-type lock for ingress. A peephole located approximately 54 inches from the floor is required for the employee entrance. A doorbell shall be provided at all delivery doors (if provided in space occupied by the Government).

In space located above ground level, all doors leading into SSA space will be constructed of solid wood cores or be metal sheathed and will have panic hardware.

All outside doors, including the door into the Automated Data Processing (ADP) room should have inaccessible hinge pins or have non-rising fixed-hinge pins.

**5.9. DOORS: IDENTIFICATION**

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Contracting Officer.

**5.10. PARTITIONS: GENERAL**

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

**5.11. PARTITIONS: PERMANENT (SEP 1991)**

Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and the Government-occupied premises from other tenants on the floor.

**5.12. PARTITIONS: SUBDIVIDING (JAN 1997)**

- (a) Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a Sound Transmission Class (STC) of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government. The partitioning shall extend from the finished floor to the finished ceiling. Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Four hundred (400) linear feet of partitioning shall be provided. Partitioning over interior office is included in the measurement. Permanent partitioning and partitioning which surrounds exterior walls will not be included in unit cost adjustments but should be included as part of the annual rental rate.
- (b) Partitions may be prefinished or taped and painted. HVAC must be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- (c) Vinyl wall covering will be used on all interior walls (partitions) (including any support pillars, columns or barrier walls).



Lessor will provide half walls (partitions) at the rate of one linear foot for each 100 square feet of space up to a maximum of 50 linear feet. These walls will be approximately 30 inches high. These low-height partitions must consist of 5/8" Gypsum board on each side of 2-1/2" metal studs with 1-1/2" paint grade wood cap with eased edges and a 1/2" wood reveal between wood cap and partition with scheduled base. See Attachment 5.

Partitioning over interior office doors is included in the measurement. Permanent partitioning and partitioning which surrounds exterior walls will not be included in unit cost adjustments but should be included as part of the annual rental rate.

Vinyl wall covering will be used on all interior walls (including any support pillars, columns or walls) except the storage room.

All wall covering must be in accordance with the following specification in the "wall Covering: Physical Requirements" paragraph in the LAYOUT AND FINISHES section of this Solicitation.

#### **5.13. WALL COVERINGS (SEP 1991)**

##### **PHYSICAL REQUIREMENTS:**

Prior to occupancy, partitioned offices and open office areas shall be covered with vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The quality of finish shall be approved by the Contracting Officer.

Selected offices and conference rooms as specified below are to be covered with wood paneling or textile covering to be approved by the Contracting Officer.

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Prior to occupancy all restrooms offered to comply with the restroom fixture schedule of this solicitation must have ceramic tile in splash areas and vinyl wall covering not less than 13 ounces per square yard as specified in FS CCC-W-408C on remaining wall areas or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

Prior to occupancy all elevator areas which access the Government's leased space, hallways within or accessing the Government's leased space and eating/galley areas within the Government's leased space are to be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C, or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

##### **REPLACEMENT:**

All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings, (except where wall covering has been damaged due to the negligence of the Government), anytime during the occupancy by the Government if it is torn, peeling or permanently stained; the ceramic tile in the restrooms must be replaced or repaired if it is loose, chipped, broken or permanently discolored. All repair and replacement work is to be done after working hours. In addition, the wallcoverings in the reception area must be replaced every 2 years at the Lessor's expense.

##### **SAMPLES:**

The Lessor is to provide at least 6 samples of each type of wall covering to be installed for selection by the Contracting Officer.

##### **PAINTING:**

Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or the Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.

#### **5.14. FLOOR COVERING AND PERIMETERS (DEC 1991)**

Floor covering shall be either resilient flooring or carpet tiles, except as otherwise specified in this solicitation. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Exceptions must be approved by the Contracting Officer.

##### **OFFICE AREAS:**

Prior to occupancy, carpet tiles must cover all office areas partitioned or unpartitioned, including interior hallways and conference rooms. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet must be shampooed before occupancy and must meet the static buildup requirement for new carpet.

##### **SPECIALTY AREAS:**

Resilient flooring is to be used in reproduction rooms, storage, file and other specialty rooms. The Offeror shall provide the Government with a minimum of 6 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

##### **TOILET AND SERVICE AREAS:**

Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.

**CARPET SAMPLES:**

When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of 6 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

**CARPET INSTALLATION:**

Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly.

**CARPET - REPLACEMENT:**

Carpet shall be replaced at least every 10 years during Government occupancy or any time during the lease when:

- Backing or underlayment is exposed.
- There are noticeable variations in surface color or texture.

Replacement includes moving and return of furniture.

The public area is approximately 20 percent of the space. If the reception/waiting area is carpeted, the Lessor shall replace the carpet in that area every 5 years. Replacement includes both moving and return of furniture.

**RESILIENT FLOORING - REPLACEMENT:**

The flooring shall be replaced by the Lessor at no cost to the Government prior to or during Government occupancy when it has:

- Curls, upturned edges, or other noticeable variations in texture.

**5.15. CARPET TILE (SEP 1991)**

All space occupied by the Government shall be provided with carpet tile meeting the following specifications. (Resilient flooring shall be provided in areas identified elsewhere in this Solicitation.)

Any carpet to be newly installed must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
- Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- Pile weight: 26 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
- Secondary back: PVC, EVA (ethylene vinyl acetate), polyurethane, polyethylene, bitumen or olefinic hardback reinforced with fiberglass.
- Total weight: minimum of 130 ounces per square yard.
- Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
- Pile height: minimum of 1/8 inch.
- Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- Carpet construction: minimum of 64 tufts per square inch.

**5.16. RESILIENT FLOORING (SEP 1991)**

Resilient flooring shall be installed in the following rooms; Storage Room, ADP Room, telephone switching area and Multi-purpose Room around the sink area. Flooring shall be Forbo Industries, Inc. or approved equivalent. The Offeror shall provide the Government with a minimum of 6 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection. The flooring shall be replaced by the lessor at no cost to the Government prior or during Government occupancy when it has:

Curled, unturned edges, or other noticeable variations in texture.

**5.17. ACOUSTICAL REQUIREMENTS (JAN 1997)**

**REVERBERATION CONTROL:**

Ceilings in carpeted space shall have a Noise Reduction Coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

**AMBIENT NOISE CONTROL:**

Ambient noise from mechanical equipment shall not exceed Noise Criteria curve (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

**NOISE ISOLATION:**

Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following Noise Isolation Class (NIC) Standards when tested in accordance with ASTM E-336:

conference rooms:	NIC-40
offices:	NIC-35

**TESTING:**

The Contracting Officer may require at no cost to the Government test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

The requirements of this Acoustical Requirements paragraph shall take precedence over any additional specifications in this solicitation if there is a conflict.

**5.18. WINDOW COVERINGS (SEP 1991)**

**WINDOW BLINDS:**

All exterior windows shall be equipped with window blinds. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1 inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

**DRAPERIES:**

Draperies will be provided in all conference rooms and in the following office areas:

Both private offices and multi-purpose room.

Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right or left side.

**CONSTRUCTION:**

Any draperies to be newly installed, must be made as follows:

- 100 percent fullness, including overlap, side hems, and necessary returns.
- 4-inch double headings turned over a 4-inch permanently finished stiffener.
- 1½-inch doubled side hems; 4-inch doubled and blind stitched bottom hems.
- Three-fold pinch pleats.
- Safety stitched intermediate seams.
- Matched patterns.
- Tacked corners.
- No raw edges or exposed seams.

Use of existing draperies must be approved by the Contracting Officer.

**SAMPLES:**

A minimum of 6 patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

**6.0 MECHANICAL, ELECTRICAL, PLUMBING**

**6.1. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL**

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

**6.2. YEAR 2000 COMPLIANCE (JAN 1998)**

- (a) The Lessor shall ensure that all computer controlled facility components are Year 2000 compliant prior to acceptance of the space for occupancy by the Government. Assurance of compliance may require testing in accordance with the lease paragraph entitled "Maintenance and Testing of Systems."

"Computer controlled facility components" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, programmable thermostats, HVAC controllers, auxiliary elevator controllers, utility monitoring and control systems, fire detection and suppression systems, alarms, security systems and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.

"Year 2000 compliant" means computer controlled facility components that accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.

- (b) Upon completion of repair/replacement to effect year 2000 compliance, the Lessor shall verify compliance by physical testing and/or written confirmation from the component and/or systems manufacturer and advise the Government that such replacement components have been verified as compliant.

**6.3. ENERGY COST SAVINGS (JAN 1997 )**

- (a) All offerors are encouraged to contact an energy service company qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC) to determine whether opportunities for cost effective energy improvements to the space are available.
- (b) A list of energy service companies qualified under the Energy Policy Act to perform ESPCs, as well as additional information on cost effective energy efficiency, renewables, and water conservation may be obtained by writing to: US Department of Energy, Federal Energy Management Program, EE-90, Washington, DC 20585 or by calling the FEMP HELP DESK at 1-800-566-2877 and asking for the ESPC qualified list.

**6.4. DRINKING FOUNTAINS**

The Lessor shall provide drinking fountains adjacent to the public and employee toilet rooms.

**6.5. TOILET ROOMS (JAN 1997)**

- (a) Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- (b) Each main toilet room shall contain the following equipment:
- (1) A mirror above the lavatory.
  - (2) A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
  - (3) A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
  - (4) At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.
  - (5) A coin operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.
  - (6) Ceramic tile or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.
  - (7) A disposable toilet seat cover dispenser.
  - (8) A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.

**6.6. TOILET ROOMS: FIXTURE SCHEDULE (OCT 1996)**

- (a) The toilet fixture schedules specified below shall be applied to each full floor based on one person for each 135 BOMA Usable Square Feet of office space in a ratio of 20 percent men and 80 percent women:

(b) Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN		WATER CLOSETS	LAVATORIES
1	- 15	1	1
16	- 35	2	2
36	- 55	3	3
56	- 60	4	3
61	- 80	4	4
81	- 90	5	4
91	- 110	5	5
111	- 125	6	5
126	- 150	6	**
> 150		***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.			
** Add one lavatory for each 45 additional employees over 125.			
*** Add one water closet for each 40 additional employees over 150.			

(c) For new installations:

- (1) Water closets shall not use more than 1.6 gallons per flush.
- (2) Urinals shall not use more than 1.0 gallons per flush.
- (3) Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 psi.

#### TOILET FIXTURE REQUIREMENTS FOR THE SOCIAL SECURITY ADMINISTRATION

	Men			Women	
	Water Closets	Urinals	Lavatories	Water Closets	Lavatories
Employee	<u>2</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>2</u>
Visitors	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

F. If a toilet room is located on an outside wall (i.e., the other side of the wall is outdoors), it must be served by a heating/cooling vent.

#### 6.7. JANITOR CLOSETS

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

#### 6.8. HVAC (JUL 1994)

Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

#### 6.9. HEATING AND AIR CONDITIONING (JAN 1997)

(a) Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

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- (b) During non-working hours, heating temperatures shall be set no higher than 55°F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- (c) Simultaneous heating and cooling are not permitted.
- (d) Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- (e) **ZONE CONTROL:**  
Individual thermostat control shall be provided for office space with control areas not to exceed 2000 BOMA Usable Square Feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.
- (f) **EQUIPMENT PERFORMANCE:**  
Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant.

#### 6.10. VENTILATION (OCT 1996)

- (a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- (b) Conference rooms of 400 BOMA Usable Square Feet or greater shall be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- (c) Where the Lessor proposes that the Government should pay utilities:
  - (1) An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.
  - (2) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

#### 6.11. VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

#### 6.12. ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

#### 6.13. OUTDOOR FLOODLIGHTS

Outdoor, vandal-resistant flood-lights are to be provided at all exterior entry/exit doors, where existing lighting is not adequate, as determined by the Contracting Officer. The lights should be of a quality equal to, or better than, the TWP Wall-Pac 100 Watt High Pressure Sodium fixture by Lithonia Lighting Crawfordsville, Indiana 47933.

### 7.0 TELEPHONE

#### 7.1. TELEPHONE EQUIPMENT

The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable.

The Government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The Government may contract with another party to have inside working and telephone equipment installed or use wiring provided by the Lessor, if available. In any case, space for telecommunication equipment shall be provided by the Lessor. Telecommunication switchrooms, wire closets and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/4".

A sheet of plywood, 4'x 4' x 3/4" will be mounted on one wall of the area.

The plywood must have a smooth surface (class C or better) and should be treated with at least two coats of flame retardant paint or sealant.. The longest side of the plywood sheet will be installed horizontally with the lowest edge 36" above the floor.

- (a) Telephone floor or wall outlets shall be provided on the basis of 1 per 200 BOMA Usable Square Feet. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable.

## **7.2. TELEPHONE CONDUIT**

The Lessor must furnish and install conduit enclosing cable to telephone outlets, which must be at least one inch in diameter. If required by local ordinance conduit must be used to enclose signal lines which connect equipment in the ADP room to other terminals located in the space. The Lessor is not responsible for installation of the telephone cabling within this conduit network. The telephone cabling and instruments will be provided by the Government.

## **7.3. DATA DISTRIBUTION (JAN 1997)**

Floor or wall outlets shall be provided on the basis of 1 per 200 BOMA Usable Square Feet. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations will be safely concealed in floor ducts, walls, columns, or below access flooring. Wall-mounted outlets shall be provided with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall be ladder-type, and shall form a loop around the perimeter of the Government-occupied space such that the horizontal distance between individual drops does not exceed 30 feet.

## **7.4. ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JAN 1997)**

- (a) The Lessor shall provide separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways will be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Cluster groups at floor or wall locations shall be provided on the basis of 1 per 300 BOMA Usable Square Feet. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-volt circuits with 1 neutral and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information Processing Standards pub. 94.
- (b) Cable shall be provided, installed, and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings designed to facilitate the installation of cable. The Lessor shall provide a means of distributing the cable via a system of ladder-type cable trays which shall form a loop around the perimeter of the Government-occupied space. Said ladder trays shall provide access to both telecommunications data closets and telephone closets, and shall be located such that they are within a 30-foot horizontal distance of any single drop.

## **8.0 ELECTRICAL**

### **8.1. ELECTRICAL: GENERAL**

The Lessor shall be responsible for meeting the applicable requirements of the National Electric Code, the National Electric Safety Code; Standards of the National Electric Manufacturers' Association, Insulated Power Cable Engineers' Association, the American Institute of Electrical Engineers and local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2". Distribution panel must be circuit breaker type with 10 percent spare power load and circuits.

Convenience outlets shall be installed on the basis of a maximum of eight (8) outlets per 20-Amp circuit.

### **8.2. LIGHTING: INTERIOR (JAN 1997)**

- (a) Modern low brightness, parabolic type 2' x 2' fluorescent fixtures using no more than 2.0 watts/BOMA Usable square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. A lighting level of at least 20 foot-candles at foot level should be maintained in corridors providing ingress and egress to the Government leased space. One to 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- (b) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.
- (c) Outdoor parking areas shall have a minimum of 1 foot-candle of illumination. Indoor parking areas shall have a minimum of 10 foot-candles level illumination.

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**8.3. SWITCHES (JAN 1997)**

Switches shall be located on columns or walls by door openings in accordance with the "Controls" subparagraph of the paragraph entitled "Handicapped Accessibility" in the "General Architectural" section of this solicitation. No more than 1000 BOMA Usable Square Feet of open space shall be controlled by one light switch.

**8.4. ADDITIONAL ELECTRICAL CONTROLS**

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control and must be provided to all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

**8.5. ELEVATORS (JAN 1997)**

(a) The Lessor shall provide suitable passenger and freight elevator service to all GSA-leased space not having ground level access.

**(b) CODE:**

Elevators shall conform to the current editions of the American National Standard A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.

**8.6. ELECTRICAL DISTRIBUTION**

The total number of required outlets is:

<u>30</u>	duplex outlets
<u>10</u>	dedicated duplex outlets
<u>40</u>	duplex type IG NEMA 5-20 dedicated outlets - see chart below
<u>X</u>	quadplex type IG NEMA 5-20 dedicated outlet - see chart below
<u>20</u>	system furniture power feed

IWS/LAN

**ELECTRICAL REQUIREMENTS AND HEAT OUTPUT**

Quantity to Install	Equipment	Equipment Amperage (Each)	Total Amperage	Heat Output (Each)	Total BTU's	Number Dedicated Circuits
1	LAN Rack	24	24	9335 BTU/hr	9335	2 dedicated circuits per LAN rack
5	Printer	7.8	39	2285 BTU/hr	11425	1 dedicated circuit for each 2 printers
32	Work station	2.0	64	264 BTU/hr	8448	1 dedicated circuit for each 4 work stations
		Grand Total	127	Grand Total	29208	

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All wiring closet/center (s) data cables with data connectors shall be labeled according to this scheme.

All units require 120 volt, 60 HZ single phase, 20 amp electrical service.

It is anticipated that the required outlets will be wall mounted or fed through power poles.

The Lessor must insure that outlets and associated wiring (for electricity, voice and data) are concealed in a method acceptable to the Contracting Officer. Raceways and outlets shall be concealed except when surface-mounting is approved by the Contracting Officer.

All floors must have 120/208 volt, 3-phase, 4-wire bond, 60 hertz electric service available. Duplex outlets must be circuited separately from the lighting. All branch-circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.

See Attachments

#### 8.7. ELECTRICAL EQUIPMENT

- A. Surface strips across public traffic aisles will not be permitted. It is preferred that electrical, computer cabling and telephone cabling be provided overhead in conduits. Only a minimal use of power electrical panels serving other tenants and located outside of SSA's space are to be used for SSA service.
- B. Large electrical current feeders installed in the walls, ceiling space or below the floor of SSA office space shall be enclosed in Rigid Galvanizing Steel Conduit (RGC) or Electrical Metallic Tubing (EMT) to lessen possible electromagnetic interference with SSA color terminals.
- C. SSA will be responsible for final connection of all agency computer equipment to the cable to be provided and installed by the Lessor.

#### 8.8. ELECTRICAL: ADDITIONAL INFORMATION/IWS LAN CONFIGURATION

#### 8.9. UNDERFLOOR DUCT SYSTEM

- A. The below delineated specification for an underfloor duct system is permitted in existing locations but not a requirement. The Offeror may propose this system but such a proposal will be evaluated equal to all other Offerors. Overhead wiring is preferred.
- B. In all new construction, if underfloor duct system is provided, it must meet the following specifications.
  - 1. The underfloor distribution shall be any one of the following systems:
    - a. Underfloor duct system
    - b. Header duct system on cellular floor or
    - c. Underfloor trench duct system.

The system must comply with the National Electrical Code and meet the Underwriters Laboratories' standards.

- 2. The system should consist of three separate ducts:
  - a. Duct for electrical service,
  - b. Duct for telephone cable and signal wiring,
  - c. Duct for data cable.

The two-duct system consisting of a duct for electrical services and a combination duct for the telephone and data cable will also be acceptable.

- 3. The junction box cover plates shall be adjustable. The cover plates must be flush with the cement/carpet floor.
- 4. All junction boxes shall be spaced to provide an adequate accessibility to all wiring in the duct system.
- 5. All junction boxes or header ducts must be accessible even when covered with carpet.
- 6. The duct system shall be metallic to prevent electromagnetic interference.
- 7. The main duct runs should be no further apart than 5' on center.
- 8. The preset inserts for electrical, telephone/signal and data cable outlets shall be no more than 5' apart.
- 9. The duct system should accommodate flexible office rearrangements and equipment location changes. The duct system should be located to provide easy access in the entire space.
- 10. The duct trench system must be structurally strong to withstand heavy cart traffic without caving in.

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11. The duct cell shall be free from burrs, dust, dirt and foreign matter, with a duct assembly that is water tight.
12. The floor duct system should carry only electrical wiring in use. Remove all unused cable (signal, data, telephones) prior to occupancy. The availability for space in the underground floor system should be inspected. The full capacity of the duct raceway with cable should normally be limited to 60 percent of the cross-section area of the raceway.
13. Ducts should be sized to accommodate future wiring as well as today's needs and provide for a 20 percent expansion over the term of the lease.
14. The type of service and estimate of outlets required will also determine the size of ducts. Duct dimensions may vary with manufacturers. Use the large area duct for signal, data and telephones cables and the small area duct for electrical wiring.

#### **8.10.. ELECTRICAL: ADDITIONAL INFORMATION/IWS LAN CONFIGURATION**

##### **8.9.1 IWS/LAN CONFIGURATION--GENERAL INFORMATION**

The IWS/LAN components located in the SSA office will consist of bridges, token ring LAN's, workstations, and printers. The bridge equipment will consist of an IBM compatible PC attached to the Wide Area Network (WAN) via high speed 56k bit dedicated telephone lines and attached to the LAN via token ring adapter. The LAN will consist of an IBM compatible PC file server equipped with fixed disk storage, CD-ROM, removable storage, tape backup, and FAX machine.

The file server and LAN management PC will be attached to token ring Control Access Units (CAU's) and Lobe Attachment Modules (LAM's) via token ring adapters. The CAU's will be rack-mounted with patch panels to allow easy reconfiguration of cabling.

Workstations consist of IBM compatible PC desktop computers with fixed disk storage, floppy disk storage, and token ring adapters for connection to the LAN via the LAM's. Laser printers and dot matrix printers will be attached to the LAN either at the file server, workstation, or centrally located to the workstations via token ring interface.

All of the critical components of the LAN rack will be powered by an Uninterruptable Power Supply (UPS) in case of power failure.

Lessor is not responsible for the installation of the equipment -- only the site preparation.

##### **8.9.2 IWS LAN/HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REQUIREMENTS**

The ADP room shall be maintained between 68 degrees and 78 degrees Fahrenheit. The HVAC system must be capable of maintaining  $\pm 2$  degrees F. of the thermostat setting. This condition must be maintained 24 hours a day, 7 days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system. The equipment located in the ADP room will be operational 24 hours a day, 7 days a week.

The IWS/LAN equipment located in the office area will operate in a standard office environment.

##### **8.9.3 IWS LAN/MATERIALS AND EQUIPMENT TO BE PROVIDED BY THE LESSOR AS PART OF THE LEASE**

Type 1A data cables, IBM # 33G2772. In air plenum areas, cables must be Plenum rated Type 1A cable, IBM # 33G8220.

IBM enhanced data connector # 60G1070 and IBM enhanced data connector #73G7500 (for installation into surface mount boxes) suitable for IBM Type 1A cable.

Faceplates, IBM # 8310572 mounted on outlet box inside columns or walls unless surface mounted box must be used if interior of wall or column cannot be accessed.

Free standing single-device housings with a face plate (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.

A suitable size hinged metal wire trough sized for a maximum 20% fill, from the ceiling to the floor in the ADP room for the data cables at the wall behind the LAN rack. The wireway shall have an "L" shaped turn with a 6 inch extension at the floor to deliver the cables to the LAN rack.

Dedicated, 20-amp isolated ground electrical circuits. One circuit for up to four IWS/LAN workstations, one circuit for up to two printers, and two circuits for the LAN rack.

A No. 6 AWG ground conductor in 3/4 inch conduit from the LAN rack location to the electrical panel providing power to the computer equipment. Terminate the ground conductor at the equipment ground bus in the panel and leave 10 feet of ground conductor neatly coiled at the LAN rack end. (see IWS/LAN Rack Grounding Detail" below).

Isolated ground (IG) duplex receptacles, NEMA 5-20R, Hubbell IG 5362 or equal (orange in color).

##### **8.9.4 IWS LAN/SITE PREPARATION**

###### **A. ELECTRICAL INSTALLATION**

Provide additional electrical panel capacity to meet the requirements of the number of IWS/LAN workstations, printers, and LAN rack called for in this package and shown on the approved floor plan. The power for SSA's computer equipment shall be a 208/120 volt, 60 hertz, three phase, four wire system.

Provide a dedicated power panel with a bolt-on main breaker, an isolated ground bus and an equipment ground bus for SSA's computer (present Field Office Systems Enhancement (FOSE) system and future IWS/LAN system) equipment. The power feed for the panel shall contain two insulated conductors for the two grounds. Minimum size of the equipment ground and isolated ground conductors shall be No. 6 AWG. The isolated ground conductor shall be terminated at either the service ground or at the neutral ground bond of the transformer feeding the dedicated panel. There shall be no splices in the isolated ground conductor feeding the IG bus.

The ampacity of the panel and main breaker shall be sized for 125 percent of the present connected load plus 25 percent growth. The number of circuits will be as calculated below plus 25 percent for future expansion. The branch breakers in the panel shall be bolt on type.

Locate this panel within the SSA occupied space of the building in the automated data processing (ADP) room and provide code-required working space. Do not locate panel in zone identified for LAN rack.

A separate power panel shall be provided for convenience receptacles. This panel shall be provided with an equipment ground bus. Mechanical and lighting loads may be on this panel; however, only computer loads may be on the isolated ground panel. The feeder for this panel shall contain an isolated equipment ground conductor. The branch breakers in the panel shall be bolt on type.

This panel shall be located within the SSA occupied space of the building.

Provide branch circuiting to isolated ground (IG) duplex receptacle for each IWS/LAN systems furniture workstation with a maximum of four workstations per 20-amp dedicated circuit. Provide an isolated ground (IG) duplex receptacle for each IWS/LAN workstation not associated with systems furniture such as in the Managers Office. The approved floor plan will show the location and number of workstations.

Provide an IG duplex receptacle for each IWS/LAN printer with a maximum of two printers per 20-amp dedicated circuit. The approved floor plan will show the location and number of printers.

Provide two IG duplex receptacles, each one to be connected to a 20-amp dedicated isolated ground circuit for each LAN rack shown on the approved floor plan.

The maximum number of receptacles per 20 ampere circuit shall be limited to the following:

- One receptacle for the LAN rack critical equipment (total 12 amperes).
- One receptacle for LAN rack non-critical equipment (total 12 amperes).
- Four receptacles for workstations or image server (each workstation 4.0 amperes).
- Two receptacles for laser printers or scanning work station. (each laser printer 7.8 amperes, scanner 3.5 amperes).
- Four receptacles for other printers such as line printers, (each printer 2.5 amperes.)

Adhere to the following criteria:

- Workstations shall not be on the same circuit as printers, faxes or scanner workstations.
- Image servers may be connected to workstations, but not printers, faxes or Scanner workstations
- The LAN rack requires two separate dedicated outlets, each one on a 20-amp dedicated IG circuit (12 amps each).
- A FAX is similar to a printer that consumes 5.0 amperes and can be grouped with other printers.
- Only laser printers shall be on the same circuit with other laser printers.

All the receptacles for the computer equipment shall be isolated ground (IG) type and shall meet requirements of NEC 250-74 Exception No. 4.

All the IG receptacles shall be powered from the dedicated electrical panel board with an isolated ground bus and equipment ground bus.

Provide and install IG receptacles that are NEMA 5-20R, Hubbell IG 5326 or equivalent, orange in color.

Provide grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below. The LAN rack will be delivered and installed by SSA's IWS/LAN contractor.

Each branch circuits for the computer equipment shall be provided with a separate isolated ground a separate neutral and a shared equipment grounding conductor with a maximum of three circuits shared per equipment ground conductor. Provide no more than three circuits per home. All the branch circuits for the convenience receptacles shall be provided with equipment ground conductors.

All receptacles in the ADP room associated with a given LAN rack should be placed on the same phase.

Identify each receptacle with the breaker number and the device (IWS/LAN workstation, printer, or LAN rack) to be connected to it. Identify each breaker at the panel and the devices it serves.

Receptacles are to be marked (neatly printed) with an alphanumeric marking system approved by the local manager.

Provide isolated grounds as defined in National Electrical Code (NEC) and Federal Information Processing Standards (FIPS) 94, "Guideline on Electrical Power in ADP Installation."

Provide additional standard electrical circuits and install receptacles as shown on the approved floor plan.

Large electrical current feeders installed in the walls, ceiling space, or below the floor of SSA office space shall be enclosed in rigid galvanized steel conduit (RGS) or Electrical Metallic Tubing (EMT) to lessen possible electromagnetic interference with SSA color IWS/LAN workstations.

Unless wire is being run in underfloor ducts, use conduit for wire, non-metallic sheath cable (e.g. Romex) is unacceptable. Use Rigid Steel Conduit, or Intermediate metal conduit. EMT (Electrical Metal Tubing) may be used in dry concealed locations and flexible steel conduit is permitted only when the run is concealed in walls (dry locations) and power poles. Conduit should be run concealed except in electrical or mechanical equipment rooms. Minimum size of conduit shall be 3/4".

Provide "THHN/THWN" insulation solid or stranded copper wire for wire sizes no. 10 AWG and smaller. Provide "THHN/THWN" or "XHHW" insulation, stranded copper wire for wire sizes no. 8 AWG and larger.

Provide color coding on feeders and branch circuits as follows 208/120 and 240/120 volt systems Phase A-black; Phase B-red; Phase C-blue; Neutral-white; Equipment Ground-green; Isolated Ground-green with yellow bands. Provide color coding for 480/277 volt wiring as above except: Phase A-brown; Phase B-orange and Phase C-yellow.

#### B. DATA CABLE INSTALLATION

Provide and install a data cabling system with outlet boxes where required. Cable for the IWS/LAN workstations and printers shall be IBM Type 1A cable, IBM # 33G2772, with a enhanced connector, (IBM # 60G1070 or IBM #73G7500 where necessary) suitable for IBM Type 1A cable on each end and NEC approved. In all air plenum areas, data cable must be Plenum rated, IBM # 33G8220, to meet NEC requirements, NEC 800-3d, 725-2 (b).

Data cable is to be a continuous run with no splices or butts and without kinks or sharp turns. The cable must not be laid immediately adjacent to fluorescent lighting, A/C power lines or motorized devices. Data cable must be installed to maintain the maximum separation from A/C power lines that is practical.

The recommended distance from the wiring closet to the work area is 330 feet. The maximum distance from wiring closet to wiring closet is 660 feet.

Wire Closet/Centers: (Wiring closet information contained herein should only be used in offices where no ADP room is used (i.e. large sites with multiple LANs). All field offices should be using ADP rooms. The ADP room should be at least 200 sq. ft. The LAN rack area is 7 ft. by 7 ft.

The size of the wiring closet/center is determined by the number of drops planned. Allow enough closet space for a 23-inch rack (rack size: height six feet, width 23 inches, depth 2 feet).

Additional wiring space may be needed for the following:

- Other electronic equipment
- Additional cables
- Additional racks for expansion

Convenience power outlets should be installed and available, one outlet for test equipment and one outlet for rack equipment. Locks on the wiring closet door should be provided to prevent unauthorized access to the communication cabling system. If space, power outlets, or locked wiring closet are not available, then a centrally located room (the ADP room in SSA offices) can be chosen, so long as it meets the same criteria as the wiring closet.

All cable runs between each existing IWS/LAN workstation and printer and the wiring closet/center must be point-to-point cable runs. Under NO circumstances shall any point-to-point cable be spliced to achieve the required distance.

All cable runs that are to be installed should be grounded according to IBM specifications. The cable is to be grounded at the wiring center.

Cable modular furniture with internal cabling (see below).

C. THE CONTRACTOR SHALL DO THE FOLLOWING:

Supply and install Type 1A cable (IBM # 33G2772) or Type 1A Teflon (IBM # 33G8220) as required, connectors (IBM # 60G1070 or IBM#73G7500), suitable for IBM Type 1A cable, on both ends of the data cable,

Supply and install faceplates, IBM # 8310572 and surface mounted boxes at the IWS/LAN equipment located at columns or walls, or free standing single-device housings with a face plate and a magnetic backing (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.

Supply and install all wireways and wire molds as required.

Supply and install the data cable from each IWS/LAN workstation and printer to the ADP room, leaving a 15-foot pigtail. Terminate the office end at a faceplate or surface mount box as required. The cable in the ADP room be stripped back to expose the metal braiding 24" back from the data connector for grounding to the LAN rack.

Provide a LAN rack identification number to the SSA office manager. The number shall be of 1 inch size and shall be comprised of the following:

For example: 05-321-02-01 (Region-Office Code-Floor-ADP room). The SSA office manager will give this to the IWS/LAN vendor for installation on the LAN rack.

ALL the data cables shall be identified at both ends by labels with the following numbering scheme:

- Workstation cables - WS001, WS002, etc. (match the numbers with the modular furniture cubicle numbers, followed by workstations not associated with modular furniture, such as the Managers office).
- Workstations in training area - WST followed by three digit number in continuation of the workstation cable numbers under "A" above.
- Laser printers - LP followed by three digit number in continuation of the training workstation cable numbers under "B" above.
- Line printers - DP followed by three digit number in continuation of the form printer cable number under "C" above (one per office).
- FAX machine - FX followed by three digit number in continuation of the line printer cable number "D" above (one per office).
- Scanner Work Stations-SWS followed by three digit number in continuation of the FAX cable number "E" above (one per office).
- Image Server-IS followed by three digit number in continuation of the scanner work station number under "F" above (one per office).

Identification labels shall be provided on the face plates of the cable termination boxes.

Conduct a continuity test on each installed cable.

Certify in writing that all data cables have continuity.

Identify the cable terminations for each device on the desk layout, and indicate the cable label for each cable.

Certify in writing that the cable termination codings are correct.

Mark up, and provide to the local SSA manager, a desk layout drawing to show an "as built" status for electrical and data cabling, including an identification of all electrical and data circuits.

Discuss all cabling drawing with the local manager to assure that all marked-up drawings are clear and understood.

D. GENERAL

If the work is to be done in an existing, operating SSA office, the SSA operation must continue. The contractor must provide proper phasing of the work so as not to interfere with SSA operations.

**8.9.5 IWS LAN/SOCIAL SECURITY ADMINISTRATION MODULAR FURNITURE INSTALLATION MODIFICATIONS TO SITE**

Lessor's site preparation may include upgrading the electrical distribution system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system if the existing system is not adequate to meet needs as stated in this package. It shall also include installing new branch circuit wiring for convenience and IG receptacles and installing data cables for computer hardware. The quantity of computer equipment required by this package may increase the HVAC requirements.

The data communications equipment which is not based in the ADP room will be located in the general office area.

Site preparation modifications shall be completed in two phases.

- Phase I work involves upgrading the electrical distribution system and providing transformers, feeders and power panels as needed. This includes the installation of additional electrical ducts, conduit, and junction boxes near the modular furniture access points which will be identified on the designer's exact furniture layout and electrical schematic. It also includes upgrading the electrical system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system to meet needs as stated in this package, and installation of additional wiring/cabling from electrical power panels to junction boxes, telephone closets, and the Intelligent Workstation/Local Area Network (IWS/LAN) rack to access IWS/LAN workstations and printers. This phase of site preparation is to be completed prior to the installation of the modular furniture.
- Phase II work occurs during modular furniture installation completed by a government contractor. It is anticipated that the electrician's work will begin approximately half way through the furniture installation and will be completed no later than Sunday. The entire office (not just the reception area) must be operational Monday morning. The exact scheduling of the Phase II work will be discussed in detail at the pre-installation meeting about one month prior to the installation of the furniture. This phase involves installing data and telephone cabling (telephone cable will be installed by a telephone contractor provided by the government) as described below. The lessor is required to connect the pigtail leads from the modular furniture to the wiring in the junction boxes, test all the prewired receptacles in the modular furniture, install data cables in the modular furniture raceways, and terminate all the data cables with the specified connectors. All of the Phase II site preparation work must be coordinated and done in conjunction with the furniture movers, furniture installers, and the telephone installers. Once phase II work begins, it shall continue until the entire project is completed, including the installation of all modular furniture, electrical, data and telephone cabling. Exact schedules will be determined approximately one month before furniture installation occurs. The General Services Administration (GSA), the lessor, SSA, and contractors will meet to establish the schedule. It is anticipated that phase II work will be completed in 5 calendar days starting on Friday, proceeding through the weekend, and completed on Tuesday. The reception area must be ready for business on Monday.

Note: The telephone cabling is not a part of the lessor's site preparation, but site preparation work must be coordinated with and accommodate a telephone contractor (provided by the government) to do the necessary cabling for the telephone system.

A. BACKGROUND ON THE SPECIFICS OF ELECTRICAL, TELEPHONE, AND DATA CABLING OF MODULAR FURNITURE PANELS

SSA will install prewired modular furniture. The office space shall be prepared electrically to power the furniture. A plan indicating the furniture layout and computer equipment will be provided to GSA.

The furniture is fitted with isolated ground receptacles and convenience receptacles. A group of furniture workstations are connected together electrically and terminate into an eight wire flexible whip, of which only seven wires are used. The whips will be passed through power poles and left in ceiling space for termination to electrical junction boxes by the lessor's electrical contractor. In case the office space is provided with an underfloor duct system for power distribution, the furniture whips will be left at the floor for termination into floor mounted junction boxes by the lessor's electrical contractor.

1. The modular furniture will be provided with both electrified and nonelectrified panels.
2. The electrified panels will be provided with two separate metal raceways, one for power wiring and the other for data and telephone cables. Details of the modular furniture panels will be furnished to the successful offeror after lease award.
3. The raceway for power wiring will be located horizontally at the bottom of the furniture panel; the raceway for the data and telephone cables will be located horizontally at the top of the furniture panel.
4. The two raceways for power wiring, and for the data and telephone cables will be interconnected by vertical metal raceways at the corners and ends of some panels. These raceways are fitted with easily accessed raceway covers.
5. The modular furniture is provided with a prewired electrical system. The raceway is a plug-in type bus duct with a provision for plugging in power feed and receptacles. The bus duct has 8 conductors composed of four phase conductors, two neutral conductors, and two ground conductors.
  - a. SSA has chosen to use only 7 conductors. One of the phase conductors is not used. Two phase conductors, a neutral conductor, and an equipment ground conductor power two convenience outlet circuits. A third phase conductor, second neutral conductor, and an isolated ground conductor power an isolated ground receptacle circuit.
  - b. The furniture manufacturers offer 6 types of NEMA 5-20 receptacles. These are identified by numbers 1 through 6. Each type of receptacle, when plugged into a bus duct, connects to a certain combination of phase, neutral, and ground conductors.
  - c. SSA has opted to procure only three types of receptacles, which are No. 1, No. 2, and No. 5. Receptacles No. 1 and No. 2, when plugged into the bus duct of the modular furniture, connect to two different phase conductors, a common neutral conductor, and an equipment ground conductor. These are ivory in color and make up convenience outlets. Receptacle No. 5, when plugged into the bus duct of the modular furniture, connect to the third phase conductor, another neutral conductor, and the isolated ground conductor. These are orange in color and make up isolated ground outlets.

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6. The modular furniture is also provided with empty raceways for telephone and data communication cabling to be utilized by SSA. The data cables installed in the bottom raceway along the power bus duct shall be kept to a minimum.
7. Panel schedules and circuit designator shall be provided for modular furniture isolated ground receptacles (type No. 5) and convenience receptacles (type No. 1 and type No. 2).
8. To accommodate the snap-in receptacles, the furniture panels will be prewired to meet the following requirements:
  - One circuit for a maximum of 10 No. 1 convenience duplex receptacles and 10 No. 2 convenience duplex receptacles to meet the requirements of the latest edition of the National Electric Code (NEC).
  - One dedicated circuit for no more than four IG duplex receptacles for four IWS/LAN workstations and image server.
  - No more than four IG outlets for four dot-matrix printers (line printers).
  - No more than two IG duplex receptacles for two laser printers and scanner workstations.
  - No more than an IG outlet for a FAX machine.

NOTE: Depending on the configuration of the space offered, the printers and possibly some of the IWS/LAN workstations may be located outside of the modular furniture configuration. The lessor must furnish and install data cabling, electrical wiring, and IG electrical outlets as described in the IWS/LAN sections of these special requirements in those locations.

9. The furniture panel manufacturer will provide power poles with pigtails as an integral part of the furniture panels which will be coordinated by the furniture installer with the reflected ceiling plan. The pigtails will extend about 2 feet from the top end of the power poles.
10. The electrical wiring to power pole raceways will consist of an electrical harness with 20-ampere capacity, UL approved, 8-wire system. The system can be connected to 120/208 volt, three phase service by using seven wires. (The pink wire is not used.) The system can also be connected to 120/240 volt, single phase service by using six wires. (The red and pink are not used.)
11. All the raceways for power, data and telephone will be provided with a safety ground in accordance with the latest edition of the NEC.

#### B. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE I

1. ELECTRICAL - The lessor shall:
  - a. Provide additional electrical power requirements such as transformers, power panels, and feeders as required to meet the anticipated power demands. If the office needs an air cooled step down transformer, it shall be located a minimum 8 feet away from the ADP room.
  - b. Determine the type of existing electrical service, e.g., 120/208 volts, 3 phase ; or 277/480 volts, 3 phase; or 120/240 single phase. Verify that building service and transformer are large enough for the additional electric load.
  - c. Provide Isolated Grounding System as indicated in SSA's Official Policy on the following pages.
  - d. Provide new power panels with an isolated grounding bus, sufficient number of circuit breakers (20 amp capacity each), and new power feeders.
  - e. Provide and install wall or floor receptacles for any IWS/LAN workstations, printers, and IWS/LAN rack outside of the modular furniture area. These will be shown on the designer prepared floor plans. An IG duplex receptacle is required for each IWS/LAN workstation and each printer, and two IG receptacles are required for the IWS/LAN rack. Provide branch circuit wiring from the electrical power panels not to exceed the dedicated circuit requirements listed in A. 8. above.
  - f. Provide and install additional electrical outlets and telephone outlets outside of the modular furniture area in accordance with GSA specifications and where shown on the designer prepared floorplan. These outside electrical outlets will be supplied at the ratio 1 for each 100 square feet of space. These outside telephone outlets will be supplied at the ratio of 1 for each 125 square feet of space.
  - g. Furnish and install suitably sized junction boxes, sufficient to handle the load, above the ceiling (with conduit) in the vicinity of the feeding points of the modular furniture panels.
  - h. Provide branch circuit wiring from power panels to the junction boxes combining circuits in different junction boxes and other IG duplex receptacles so as not to exceed the maximum limits indicated in A. 8. above. All the branch circuits for IG duplex receptacles in the ADP room associated with the IWS/LAN rack shall be connected to the circuit breaker on the same phase in the power panel.

- i. Provide grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below. The LAN rack will be delivered and installed by SSA's IWS/LAN contractor.
- j. Temporarily cap-off the wiring in the junction boxes until modular furniture installation. Make all connections in power panels and keep the circuit breakers off.
- k. Mark each circuit with the breaker number and the computer hardware (IWS/LAN workstation, printer, or IWS/LAN rack) to be connected to it. Identify each breaker at the panel and the devices it serves. Receptacles are to be marked with an alpha/numeric marking system approved by the SSA local manager. The type of marking device shall be approved by the SSA manager as well. It must be a permanent type of marking painted on or attached to, the cover plate of each receptacle. Identify receptacles on the electrical layout drawing with the same standard alpha/numeric marking system. It is especially important that all circuits be clearly identified at the breakers of the power panel, the junction boxes, and on the electrical layout drawing to preclude error and facilitate connections in Phase II of the project.

2. DATA CABLING - The lessor shall:

- a. Furnish and install data cables (Type 1A cables, IBM # 33G2772. In air plenum areas, cables must be Plenum rated Type 1A cable, IBM # 33G8220) from the IWS/LAN rack in the ADP room to each of the printers and IWS/LAN workstations leaving a 15-foot pigtail of cable from the end of the wireway at the floor near the LAN rack location in the ADP room with 2 feet of exposed braiding to terminate at the LAN rack. The cables shall be installed through ducts, conduits or plenum areas. Teflon cable must be used in plenum areas. Provide necessary conduits, ducts, surface - mounted raceways, etc., to protect cables from physical damage. Provide hangers and support for the cables in the plenum areas in accordance with industry standards.

Provide a suitable size wire trough (metal with hinged opening for accessibility) for 20% fill, from ceiling to floor in the ADP room for the data cables at the wall behind the LAN rack. The wireway shall have "L" shaped turn with a 6 inch extension at the floor to deliver the cables to the LAN rack.

The total length of each cable will vary in accordance with the equipment location, office layout, and space configuration. Equipment distribution will generally be uniform throughout the work area.

Five IBM Type 1A data cables, each 25 feet long, terminated at both ends with IBM Type 1A cable connectors to be given to the SSA office manager. These will be given to the IWS/LAN vendor for the interconnection of computer equipment in the LAN rack.

A total of \_\_\_ individual cables with connectors will be required.

- b. Provide and install connectors, IBM # 60G1070 suitable for IBM Type 1A cable.
- c. Leave enough cable length to be installed in designated raceways in the modular furniture panels plus 18-24 inches of slack end from furniture access hole to the surface mount box to each terminal or printer location.
- d. ALL the data cables shall be identified at both ends by labels with the following numbering scheme:
  - 1) Workstation cables - WS001, WS002, etc. (match the numbers with the modular furniture cubicle numbers).
  - 2) Workstations in training area - WST followed by three digit number in continuation of the workstation cable numbers under "A" above.
  - 3) Laser printers - LP followed by three digit number in continuation of the training workstation cable numbers under "B" above.
  - 4) Line printers - DP followed by three digit number in continuation of the form printer cable number under "C" above (one per office).
  - 5) FAX machine - FX followed by three digit number in continuation of the line printer cable number "D" above (one per office).
  - 6) Scanner Work Station-SWS followed by three digit number in continuation of the FAX cable number under "E" above (one per office).
  - 7) Image Server-IS followed by three digit number in continuation of the scanner work station number under "F" above (one per office.)

Identification labels shall also be provided on the face plates of the cable termination boxes.

- e. Neatly coil extra length cabling above the ceiling and properly support or store it to protect it from damage.

3. OTHER CONSTRUCTION

The lessor shall complete all other construction and alterations necessary to comply with this solicitation for offers. As phase II work, which is described below, is being completed the office must be ready for immediate use by SSA Personnel.



C. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE II

1. ELECTRICAL - The lessor shall:
  - a. Connect the pigtails of the pre-wired furniture panels to the branch circuit wiring in the junction boxes.
  - b. Turn on the circuit breakers in the power panels for the circuits feeding modular furniture and test each receptacle in the furniture to verify that it is energized and connected properly.
  - c. Identify each receptacle in the modular furniture by circuit number and the power panel, and update the directory in the power panel. Provide details on the electrical layout schematic to show the "as-built" status for all of the receptacles. A copy of the "as-built" plans shall be provided to the local manager.
  - d. Provide a grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below.
2. DATA CABLING - The lessor shall:
  - a. Complete installation of the data cables from the IWS/LAN rack in the ADP room through the modular furniture panel raceways to each IWS/LAN workstation and each printer. Complete remaining installation of data cables outside of the modular furniture configuration.

NOTE: At the office end of the data cable, provide faceplates, IBM # 8310572. Provide surface mounted boxes at the IWS/LAN equipment located at columns or walls. Provide free standing single-device housings with a face plate and a magnetic backing (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.

- b. Install Type A connectors (refer to IWS/LAN requirements above) at both ends of all data cables installed.
  - c. Make sure that both ends of each of the data cables are properly marked. Provide details on the electrical layout schematic to show the "as-built" status for all the data cables.
  - d. Conduct the following continuity tests on each installed data cable:
    - 1) For the central conductor from end to end.
    - 2) For body or casting of the Type A connector from end to end.
    - 3) Insulation test between the center pin and the body (casting) of the Type A connector.
  - e. Certify in writing that all data cables have continuity and no shorts.
  - f. Certify in writing that the data cable termination codes are correct. Provide copy of both certifications to the local SSA manager.
3. The lessor shall certify and submit the final "as-built" drawings, including the modular furniture wiring and cabling, to the local SSA manager.

All electrical/cabling work shall be performed in conformance with local electrical codes. Final approval of the work performed shall be made by the SSA local manager or the SSA RO representative.

D. SCHEDULING AND COORDINATION

1. Lessor shall coordinate the access to the office with the local manager where space is currently occupied.
2. SSA may arrange to have the telephone equipment vendor complete the necessary telephone site preparation (precabing) activities during Phase I.
3. Following completion of Phase I site preparation, the agency will notify the furniture manufacturer that the office is ready for furniture installation (Phase II) and schedule a pre-installation meeting with GSA, the furniture installer and the lessor. The meeting agenda will include clarification of Phase II activities, scheduling and determination of the specific Phase II installation start and end dates.
4. It shall be necessary for the lessor to have an adequate number of electricians on the job to keep pace with the furniture installers. Once the furniture installation begins on the designated date, the installation will proceed until the entire office has been completed.
5. All electrical/cabling work shall be completed in conformance with local electrical codes. Final approval of the work performed shall be made by GSA.

E. INSPECTION AND AS-BUILT PLAN REQUIREMENTS

1. A pre-occupancy inspection of the completed work is to be made with representatives of the lessor, general contractor, electrical contractor, GSA, and SSA present.

2. The lessor shall furnish to GSA within two weeks of occupancy, as-built drawings of the completed work that shows the following as a minimum:
  - a. All usual building features such as partitions, doors, electrical panels and receptacles, telephone outlets, fire extinguishers, water fountains and plumbing fixtures.
  - b. All IWS/LAN component locations and identification markings for the following:
    - 1) Special electrical panels and receptacles.
    - 2) All electrical junction boxes where any IWS/LAN circuit components have been combined.
    - 3) Data cable ends.
    - 4) Intrusion alarm controls, sensors and related devices, where applicable.
  - c. Any unusual features that may exist in addition to those listed above.

#### 8.9.6 IWS LAN/DEFINITION OF TERMS SSA OFFICIAL POLICY

Use of the National Electric Code (NEC), Federal Information Processing Standards (FIPS) Publication 94 and SSA Definition of Dedicated Lines, Isolated Ground, Feeders and Branch Circuits, Convenience Receptacle Branch Circuits, and a Description of the Modular Furniture Feeds.

##### 1. NEC & FIPS PUB. 94

The NEC is published by the National Fire Protection Association (NFPA) and is part of most building codes. Compliance with the latest edition of this code is mandatory for electrical installation to safeguard person and property from hazards arising from the use of electricity. Some local building codes may also have additional requirements. FIPS Publication 94 dated September 21, 1983 and published by the U.S. Department of Commerce/National Bureau of Standards, provides guidelines on electric power for ADP installations. SSA's Division of Realty and Space Management insists upon use of both NEC and FIPS 94.

##### 2. DEDICATED LINE

A dedicated line is a separate branch circuit which runs from an isolated ground (IG) receptacle or series of IG receptacles to the breaker with the same or similar type of equipment plugged into it. A dedicated circuit will not share phase, neutral or ground wires with any other circuits. It does not mean that each electrical device, such as a computer terminal, has its own breaker. This would overtax the quantity of breakers required in each panel board.

Noncompatible devices such as typewriters, coffeepots, printers, controllers, microwave ovens, etc., should not be plugged into the workstation dedicated line. Further, a series of printers should have a separate dedicated line and each Intelligent Workstation/Local Area Network (IWS/LAN) rack should have its own dedicated line. This requirement is to reduce line noise and avoid sudden common voltage drops created by noncompatible devices.

A branch circuit can power ten convenience receptacles as limited by the NEC. The code states that the continuous current supplied by a branch circuit shall not exceed 80 percent of the branch circuit rating. This would be 16 amps for a 20-amp circuit breaker and 12 amps for a 15-amp circuit breaker.

Each receptacle must be marked with the breaker number it is connected to. This may assure that noncompatible devices are not connected to the same breaker and dedicated line.

##### 3. ISOLATED GROUND (IG) - FOR RECEPTACLES

An IG in a branch circuit is a separate, insulated grounding wire that runs from an isolated grounding-type receptacle (usually orange in color) to the panel box. It is connected to a special insulated separate ground strip or bus which is in turn connected by an insulated wire to the main building service ground, avoiding any contact with the conduit, electrical boxes, and neutral bus. This grounding conductor may pass through one or more panel boxes without any connection to the panel box grounding terminal.

The main building service ground is a point at the electrical service entrance where the neutral of the incoming service or neutral of the service transformer is bonded to the service equipment ground. An IG should not run to an isolated earth ground or a water pipe.

This installation shall meet the requirements of FIPS PUB. 94 dated September 21, 1983, "Guidelines on Electric Power for ADP Installation" issued by the Bureau of Standards and the article 250-74 exception No. 4 of NEC.

The integrity of the isolated ground is essential to proper operation of the IWS/LAN equipment. The isolated ground is to be

provided in addition to the electrical grounding as required by article 250 of the latest edition of the NEC, which is solely a safety requirement.

4. FEEDER AND BRANCH CIRCUIT

A feeder is an electric circuit between the service equipment, such as a distribution board or a switch board, and a panel board.

A branch circuit is an electrical circuit between a breaker in the panel board and receptacles or devices on the floor.

A 3 wire 120 volt branch circuit for IG receptacles will have one phase wire connected to a circuit breaker, one neutral connected to the neutral bus in the panel, and one insulated ground wire connected to the isolated ground bus in the panel. In addition, the conduit and all the non-current carrying metallic parts of the system shall be grounded in accordance with the requirements of the NEC.

5. CONVENIENCE RECEPTACLES BRANCH CIRCUITS

One common neutral wire can be provided for two or three phase circuits provided these circuits are connected to circuit breakers of different phases. Consequently, two circuits connected to the same phase shall be provided with two separate neutral wires.

Therefore, a 4 wire 208 volt branch circuit will have two different phase wires, one neutral wire, and one equipment ground wire.

Similarly, a 5 wire 208 volt branch circuit will have three different phase wires, one neutral wire, and one equipment ground wire.

6. MODULAR FURNITURE FEED

A 7 wire 120/208 volt feed for the modular furniture will have one dedicated circuit and two convenience receptacle branch circuits. The dedicated circuit will have one phase wire, one neutral wire, and one IG wire. The two convenience receptacle branch circuits will have two phase wires, one neutral wire, and one safety ground wire. This safety ground wire will serve both the dedicated branch circuit and the convenience branch circuit.

7. IG RECEPTACLE CIRCUITING REQUIREMENT

No more than four IG receptacles for IWS/LAN workstations and image server per circuit.

No more than two IG receptacles for Laser printers and scanning work station per circuit.

Two IG receptacles each on a separate circuit for the IWS/LAN rack.

If additional information is desired or you have questions about this policy, you may contact DRSM's electrical engineer, Mr. Mulchand Lala, 410-965-4948.

8.9.7 IWS LAN/ATTACHMENTS

Reference Attachments 2.1-2.4 for Typical receptacle wiring diagrams.

Typical receptacle wiring in system furniture and typical IBM cable installation diagrams are available upon request.

9.0 SPECIFIC ROOM INFORMATION

The following paragraphs delineate the specific room type area and any special requirements.

9.1. PRIVATE OFFICES

Approximately 225 and 165 and 90\_ square feet in internal dimension

- A. \_3\_ private offices will each require a double pane observation window 48" wide and 36" high, with sill approximately 42" above the floor. Location in the partition will be indicated on the approved layout. Alternate window designs of different configuration which will enhance the appearance of the office or which represent a building standard configuration are acceptable. The installation of up to two interior windows will include installed drapes or mini-blinds.

9.2. ADP ROOM

Approximately 200 square feet each

- A. Architectural

The entry door to the room shall be solid wood core or metal sheathed with hinges mounted inside the room. The room shall be secured with a six pin tumbler, off master lock with a deadbolt lock having a minimum throw of 1". All keys to the room shall be controlled by SSA. The floor covering shall be smooth vinyl tile. A carbon dioxide fire extinguisher is required. This room must be secure from other than Social Security Administration (SSA) employees; therefore, no equipment (example: electrical power panels) other than SSA equipment (data equipment, telephone equipment) can be placed in this room.

B. Heating, Ventilating and Air Conditioning (HVAC) Requirements

In general, the ADP Room shall be maintained at a temperature range of between 68°F and 78°F during office hours and no less than 55°F nor more than 80°F during non office hours, 24 hours per day, 7 days per week. Relative humidity will be maintained between 20 and 80 percent. The room shall be separately zoned and have its own separate thermostatic control inside the room. The HVAC system shall be designed to supply on the average 6 complete air changes per hour with a minimum of 20 percent fresh air.

Both the telephone system, as described in the "Telephone Equipment" paragraph in the TELEPHONE section of this Solicitation, and the computer equipment will be installed in the ADP Room.

9.3. MULTIPURPOSE ROOM

Approximately 400 square feet

A. Architectural

All walls surrounding the Multipurpose Room shall have minimum Sound Transmission Coefficient (STC) of 45 or better. The room shall have a chair rail surrounding the inside walls of the room pursuant to the specifications given in paragraph E of the "Reception Area" paragraph in the SPECIFIC ROOM INFORMATION section of this Solicitation. The door and frame construction shall be designed to meet the same STC requirement as the surrounding wall. The floor covering shall be vinyl tile around the sink area and carpet tiles in the remaining area.

B. Cabinets and Sink:

Provide a double basin stainless steel (equivalent to Elkay Celebrity GEGR-3321) with hot and cold water lines, drain, garbage disposal, paper towel holder and soap dispenser. The sink is to be mounted in wood cabinets with Formica brand (or equivalent) laminate counter with 4" back splash. Cabinets are to be divided into one 48" open cabinet (to meet ADA guidelines) for sink base and two 24" cabinets. The 24" cabinets are to have one adjustable shelf, full depth, one 6" high drawer and two 12" wide doors. Doors and drawers are to be provided with one 4" wire pull each. Upper cabinets are to be 96" in length, divided into 4 equal units and 26" high overall. Each unit is to have two adjustable shelves full depth and two 12" doors full height. Each door is to have one 4" wire pull. All finishes are to be Formica brand laminate (or equivalent). Finishes should be applied pursuant to Manufacturer's specifications to avoid laminate from separating from countertop.

Folding Wall: Yes x No       

C. An acoustically treated folding wall will be provided by the Lessor as an initial space alteration. The wall should be of a quality equal to, or better than, the Soundguard Model 37, manufactured by Holcomb and Hoke Manufacturing Company, Indianapolis, Indiana. The length of this partition will range between 15 to 30 linear feet.

9.4. STORAGE ROOM

Approximately 370 square feet

This room requires both resilient floor covering and vinyl wall covering. It should be constructed in accordance with the specifications for general office space.

9.5. EMPLOYEE RESTROOMS

Approximately 500 square feet

Both a men's and women's restroom shall be provided for exclusive use by SSA employees. This set of restrooms shall be directly accessible from the employee area and shall conform with all handicapped accessibility standards set forth in this Solicitation. The restrooms shall also conform to the requirements set forth in the "Restrooms" paragraph in the GENERAL MECHANICAL section and in the "Wall Covering: Physical Requirements" paragraph in the LAYOUT AND FINISHES section of this Solicitation.

9.6. RECEPTION AREA

Approximately 495 square feet

The Lessor is responsible for providing and installing the following reception room items:

A. The reception area requires carpet tile or low maintenance vinyl tile. All tile shall meet specifications listed in Solicitation. Walk-off mats are required during inclement weather at all entrances and in the reception area. The lessor will be responsible for the placement, cleaning and storing of these mats.

The vinyl wall covering in the reception area shall be replaced every two years by the Lessor.

B. Literature Display Rack

Provide two wall mounted literature display racks 36" wide x 24" high with either no pocket dividers or adjustable width dividers for forms and literature (equivalent or better than Model 436-2P or Model 433P from Peter Pepper Products, Inc. 17929 S. Susana Road, Compton, CA 90224, GSA Contract No: GS-OOF-3875A).

C. Bulletin Board

Provide a wall mounted bulletin board with solid oak frame and 2 windowed doors with total dimensions of 36" high and 48" wide (equal to or better than model QRT-364 from Nationwide Office Supply, 44 Sea Cliff Avenue, Glen Cove, NY 11542) or (equal to

or better than Model No. 308-RC from Claridge Company, Palatine, Illinois, telephone: (847) 991-8822).

**D. Signs**

Provide up to six professionally prepared signs with wording such as "No Smoking," "Take a Number And Be Seated," "Social Security Numbers," etc. Use of universally recognized symbols is encouraged. Exact wording will be provided by local management.

Wording will be either in English, Spanish or possibly another foreign language. The preferred colors for English signs are white lettering on a royal blue background. Preferred colors for Spanish signs is royal blue lettering on a white background.

Signs are to be installed on the wall or hung from the ceiling. They should be at least 12" high and 18" wide and have rounded corners. Signs should be equal to or better than Module 9.1 provided by Interface Architectural Signage, Inc., 5320 Webb Parkway, Lilburn, Georgia 30247.

**E. Chair Rail**

Furnish and install a chair rail, materials and finish to be consistent with area decor, on the inside walls as shown on an approved floor plan. The chair rail should be installed at a height from the floor sufficient to prevent standard chair backs from damaging the wall. Chair rail should be equal to or better than 2700 Chair Rail/Wall Guard provided by Institutional Products Corporation, 5.80W.18766 Apollo Drive, PO Box 406, Muskego, Wisconsin 53150, telephone: (414) 679-9010.

**F. Barrier wall in the reception area**

See Attachment 6

1. A ceiling high wall will enclose the reception area.

The wall will have at least one door and cased openings through which interviewing will be accomplished. Additional doors will be added when the space configuration requires them. The door will be standard size and equipped with an automatic door closer, locking panic hardware on the inside, with keyed lock and lever hardware on the reception area side of the door. The door will open toward the reception area and have a vertical light within 10" of the latch side of the door. The light should be 6" wide and 5' long and consist of a non-breakable transparent material.

2. Two (2) cased openings will be 42" from the floor, 30" wide and 36" high. There will be at least 36" between these interviewing cased openings, where space permits. Ceiling-high partitions will be constructed on the reception side, separating each cased opening. The partitions will be 24" deep. Exact locations of the cased openings and dividing partitions will be indicated on the approved layout.

a) Both of these cased opening will require a twelve (12) inch platform with two exits, one being a handicapped accessible ramp, on the office side of the privacy wall. This platform will be approximately 400 square feet with approximately 30 linear feet of half walls located on its perimeter. The walls and floor of the platform shall use the same finishes as the rest of the office space.

3. Six (6) cased openings will be 30" from the floor, 45" wide and 36" high. There will be 36" between these cased openings, where space permits. Ceiling-high partitions will be constructed on the reception side, separating each cased opening. The partitions will be 48" deep. Exact locations will be indicated on the approved layout.

4. Each cased opening (with the exception of the light in the door) will be equipped with a countertop roll shutter of the following quantity or equivalent.

a. QMI Roll Shutter Supply, 933 North Oak Lawn Avenue, Elmhurst, IL 60126, Phone: 800-446-2500, Fax: 630-782-1911, web site: [www.qmishutters.com](http://www.qmishutters.com). Model: PV-2, with rebars every third slat.

b. A.C. Rolling Shutter Company, 2310 Superior Avenue, Cleveland, Ohio 44114, Telephone (216) 441-9400, fax: 216-441-9600.

The shutter will be made of PVC or Aluminum, with the raising mechanism and lock being operable on the employee side of the shutter only. The raising mechanism may be a manual strap for windows of 48 inches or less in width, and a strap crank for windows over 48 inches in width. The lessor shall replace straps and cranks if they are broken, and shall replace all straps every five years.

5. At the base of each interviewing window, a shelf with adequate supports on each side of the cased window opening, and with an edge designed so as to not present safety hazards, will project 10" to 12" on the reception side.
6. Vinyl wall covering will be used on reception area walls in accordance with the "Wall Covering: Physical Requirements" paragraph in the LAYOUT AND FINISHES section of this Solicitation.
7. An exposed factory finished painted metal louver must be provided on each side of the partition above the case opening. Opening size must be verified with the Lessor's mechanical contractor.

**9.7. VIDEO TELECONFERENCE ROOM**

Approximately 300 square feet.

11/03/99

A. Sound

The ambient noise from mechanical equipment shall not exceed noise criteria (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms. All partitioning surrounding the video teleconference room shall have a sound transmission coefficient (STC) rating of 45. The wall surface color shall be light blue/grey flat. All doors shall have gaskets and sweeps. Ceilings shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. All duct penetrations into the room shall be baffled so as not to compromise the STC or ambient noise requirements. Low velocity systems are necessary to minimize equipment and system generated noise.

B. Electrical, Lighting and Telephone Requirements

**Electrical**

Special duplex outlets (not to exceed three) on dedicated circuits for video teleconferencing (VTC) equipment will be required. For the VTC equipment within the room, at a minimum, there shall be one duplex receptacle. The duplex receptacles should be 20 amps, 125 volts. It shall be located within three feet of the VTC equipment, on the short wall of the room. It shall be wired to a dedicated 20 amp, one pole circuit breaker. There shall be a similar circuit provided for the Codex unit, wherever it is installed. Dedicated circuits shall be located at the convenience panel.

**Telephone**

A separate telephone line (outlet) shall be provided within the Video Teleconferencing Room.

**Lighting**

Lighting in the room shall be 2'x2' 9 cell parabolic fluorescent light fixtures with 3" deep louvers or 2'x4' 18 cell parabolic fluorescent light fixtures with 3" deep louvers to provide a minimum uniform lighting level of 60 foot candles. Downlights shall be HALO low voltage H-1499T (or equivalent) recessed incandescent with reflector H-1421C (or equivalent) located on four foot intervals above the conference table. Participants shall have the ability to adjust the lighting level in these specific areas to 100 foot candles, capable of dimming to 80 foot candles. There shall be parabolic louvers/lenses, designed to minimize wall shadows. These lights will illuminate the entire room. Lamps shall be non-energy saving type. The lamps shall be located in such a configuration and pattern so as not to produce glare on the monitor as seen from the conference table and still provide adequate light on the conference table and participants. For video teleconferencing purposes, the other areas of the room, i.e. behind the conference table and over the equipment and monitor, would be best at the 60 foot-candle range.

There shall be dimable downlights or wallwashers (see above specs.) at four (4) foot intervals located at one end of the room where the white board will be installed to illuminate the writing surface.

C. Dry Marker Board

Install a 36" high dry marker board across the length of one wall of the video teleconference room. The dry marker board shall be a Greensteel or equivalent board which is 3/4" particle board with 22 gauge face sheet and porcelain writing surface. Butt joints are to be splined. Color DMB-7 (white) with black plastic Tee-edge molding (#551T). The board must have an eraser shelf.

D. Heating Ventilating and Air Conditioning (HVAC)

Separately zoned heating, ventilating, and air-conditioning meeting the standards delineated in this solicitation and conforming with ASRAE must be provided. All duct penetrations shall be baffled so as not to compromise the STC requirement for this room. Low velocity systems are necessary to minimize equipment and system generated noise. It is preferable to locate the Codec unit outside of the room. Wherever the Codec unit is to be installed, the heat gain generated by it should be accounted for in the HVAC requirement calculations.

When the Codec unit (provided by the Government) is installed, it will require the following environmental conditions to ensure proper operation: Operating Temperature shall range between 50 to 104 degrees F (10 to 40 C); Storage Temperature shall range between 32 to 158 degrees F (0 to 70 C); and, Relative Humidity shall range between 15 to 95% non-condensing). The typical heat dissipation of a Codec unit is 1,700 BTU's per hour.

Temperatures within the room must be maintained at normal comfort levels specified in this solicitation. Consideration must be given to the output of the Codec unit, and heat dissipation of the occupants of the room. (A person at rest emits 450 to 500 BTU's of heat. The room will hold between 10 to 15 people at any one time for training sessions and/or conferences.)

- E. If required, the Government shall have the option of installing a satellite dish on the roof. The Lessor's approval, which shall not be unreasonably withheld shall be obtained in advance of exercising this option. All site preparation, installation and maintenance shall be at the expense of the Government. There shall be no rental increase if this option is exercised by the Government and approved by the Lessor.

**10.0 SERVICES, UTILITIES, MAINTENANCE**

**10.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL**

Services, utilities, and maintenance shall be provided as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

**10.2. NORMAL HOURS**

Services, utilities, and maintenance will be provided daily, extending 7:00 a.m. until 6:00 p.m. except Saturdays, Sundays, and Federal holidays.

**10.3. OVERTIME USAGE (JAN 1997)**

(a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

(b) Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

**10.4. OVERTIME USAGE (JAN 1997)**

(a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

(b) If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.

(c) When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 will be placed using a Form 300, Order for Supplies or Services. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to all orders for overtime services.

(d) All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

**10.5. UTILITIES**

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

**10.6. JANITORIAL SERVICES (JAN 1997)**

Cleaning and all routine office maintenance activities must be conducted during routine business hours of 8:00 a.m. to 4:30 p.m.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

DAILY:

Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, clean elevators and escalators, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

THREE TIMES A WEEK:

Sweep or vacuum stairs.

WEEKLY:

Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas and driveways (weather permitting).

EVERY TWO WEEKS:

Spray buff resilient floors in secondary corridors, entrance and lobbies. Damp mop and spray buff hard and resilient floors in office space.

MONTHLY:

Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

EVERY TWO MONTHS:

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.

**THREE TIMES A YEAR:**

Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

**TWICE A YEAR:**

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

**ANNUALLY:**

Wash all venetian blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

**EVERY TWO YEARS:**

Shampoo carpets in all offices and other non-public areas.

**EVERY FIVE YEARS:**

Dry clean or wash (as appropriate) all drapes.

**AS REQUIRED:**

Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes moving and return of furniture). Control pests as appropriate, using Integrated Pest Management techniques.

**10.7. SCHEDULE OF PERIODIC SERVICES**

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly or monthly.

**10.8. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)**

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

**10.9. SECURITY**

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased during duty hours.

**10.10. SECURITY: ADDITIONAL REQUIREMENTS**

The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractor's or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

If required, the Contracting Officer will furnish the Lessor with form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this clause on a 3-year basis.

**10.11. BUILDING OPERATING PLAN**

If the cost of utilities is not included as part of the rental consideration, Offerors shall submit a building operating plan with the offer. Such plan shall include a schedule of start-up and shutdown times for operation of each building system, such as lighting, heating,



cooling, ventilation, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

**10.12. LANDSCAPE MAINTENANCE**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced.

**11.0 SAFETY AND ENVIRONMENTAL MANAGEMENT**

**11.1. OCCUPANCY PERMIT (OCT 1996)**

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

**11.2. FIRE AND LIFE SAFETY (OCT 1996)**

**(a) PORTABLE FIRE EXTINGUISHERS:**

Portable type fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. Initial and replacement charges for fire extinguishers shall be provided by the Lessor. Inspection (quick check) and maintenance (thorough check) of these extinguishers shall be done in accordance with NFPA Standard No. 10. A Carbon Dioxide fire extinguisher is required in the ADP room.

**(b) EXIT AND EMERGENCY LIGHTING**

Emergency lighting must provide at least .5 foot candle of illumination throughout the exit path, including the exit access routes, exit stairway or other routes such as passageways to the outside of the building. The emergency lighting system used must be such that it will operate even if the public utility power fails, except that in buildings 6 stories or less, the system may be powered from connections to separate substations or to a network system from the public utility. Automatic switching must be provided for the emergency power supply.

**11.3. SPRINKLER SYSTEM (OCT 1996)**

(a) If an offeror proposes to satisfy any requirement of this clause by providing an equivalent level of safety, the offeror must submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. Offerors should contact the Contracting Officer for further information regarding Government review and approval of "equivalent level of safety" analyses. (See 41 CFR 101-6.6 for guidance on conducting an equivalent level of safety analysis.)

(c) Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

**11.4. MANUAL FIRE ALARM SYSTEMS (OCT 1996)**

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this solicitation). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

**11.5. OSHA REQUIREMENTS (OCT 1996)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) standards.

**11.6. INDOOR AIR QUALITY (OCT 1996)**

(a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).

(b) The Lessor shall make a reasonable attempt to apply insecticides (except traps), paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide advance notice to the tenant before applying noxious chemicals in occupied spaces, and adequate ventilation in those spaces during working hours during and after application.

(c) The Lessor shall, at all times, supply adequate ventilation to the leased premises with air having contaminants below OSHA or EPA action levels and permissible exposure limits, and without noxious odors or dusts. The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.

- (d) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls, including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC systems, etc.), to address such complaints.
- (e) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.

**11.7. RADON IN AIR (OCT 1996)**

- (a) The radon concentration in the air of space leased to the Government shall be less than the Environmental Protection Agency (EPA) action concentration for homes of 4 picoCuries per liter (pCi/L), herein called the "EPA action concentration."
- (b) Initial testing:
  - (1) The Lessor shall test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured), report the results to the Contracting Officer upon award, and promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
  - (2) Testing sequence: The Lessor shall measure radon by the Standard Test in subparagraph (d)(1), completing the Test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the Test before Government occupancy, in which case the Lessor shall perform the Short Test in subparagraph (d)(2).
  - (3) If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the Standard Test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the Standard Test before occupancy, the Lessor shall complete the Short Test before occupancy, and the Standard Test not later than 150 days after occupancy.
- (c) Corrective action program:
  - (1) Program initiation and procedures:
    - (i) If the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
    - (ii) If the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
    - (iii) If the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area, and provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
    - (iv) The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
  - (2) The Lessor shall perform the Standard Test in subparagraph (d)(1) to assess the effectiveness of a corrective action program. The Lessor may also perform the Short Test in subparagraph (d)(2) to determine whether the space may be occupied, but shall begin the Standard Test concurrently with the Short Test.
  - (3) All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
  - (4) If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.
- (d) Testing procedures:
  - (1) Standard Test: Place Alpha Track Detectors or Electret Ion Chambers throughout the required area for 91 or more days so that each covers no more than 2,000 square feet of usable space. Use only devices listed in the EPA Radon Measurement

Proficiency (RMP) Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

- (2) Short Test: Place Alpha Track Detectors for at least 14 days, or Electret Ion Chambers or charcoal canisters for 2 to 3 days, throughout the required area so that each covers no more than 2,000 square feet of usable space, starting not later than 7 days after award. Use only devices listed in the EPA RMP Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices, and submit the results and supporting data within 30 days after the measurement. In addition, complete the Standard Test not later than 150 days after Government occupancy.

**11.8. RADON IN WATER (SEP 1991)**

- (a) Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's "Radon In Water Sampling Program Manual." Analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's "Two Test Procedures For Radon In Drinking Water."
- (b) The Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer before the Government occupies the space.
- (c) If the EPA action level is reached or exceeded, the Lessor shall institute abatement methods, such as aeration, which reduce the radon to below the EPA action level prior to occupancy by the Government, and are promptly revised when building conditions which would or do affect the program change.

**11.9. HAZARDOUS MATERIALS (OCT 1996)**

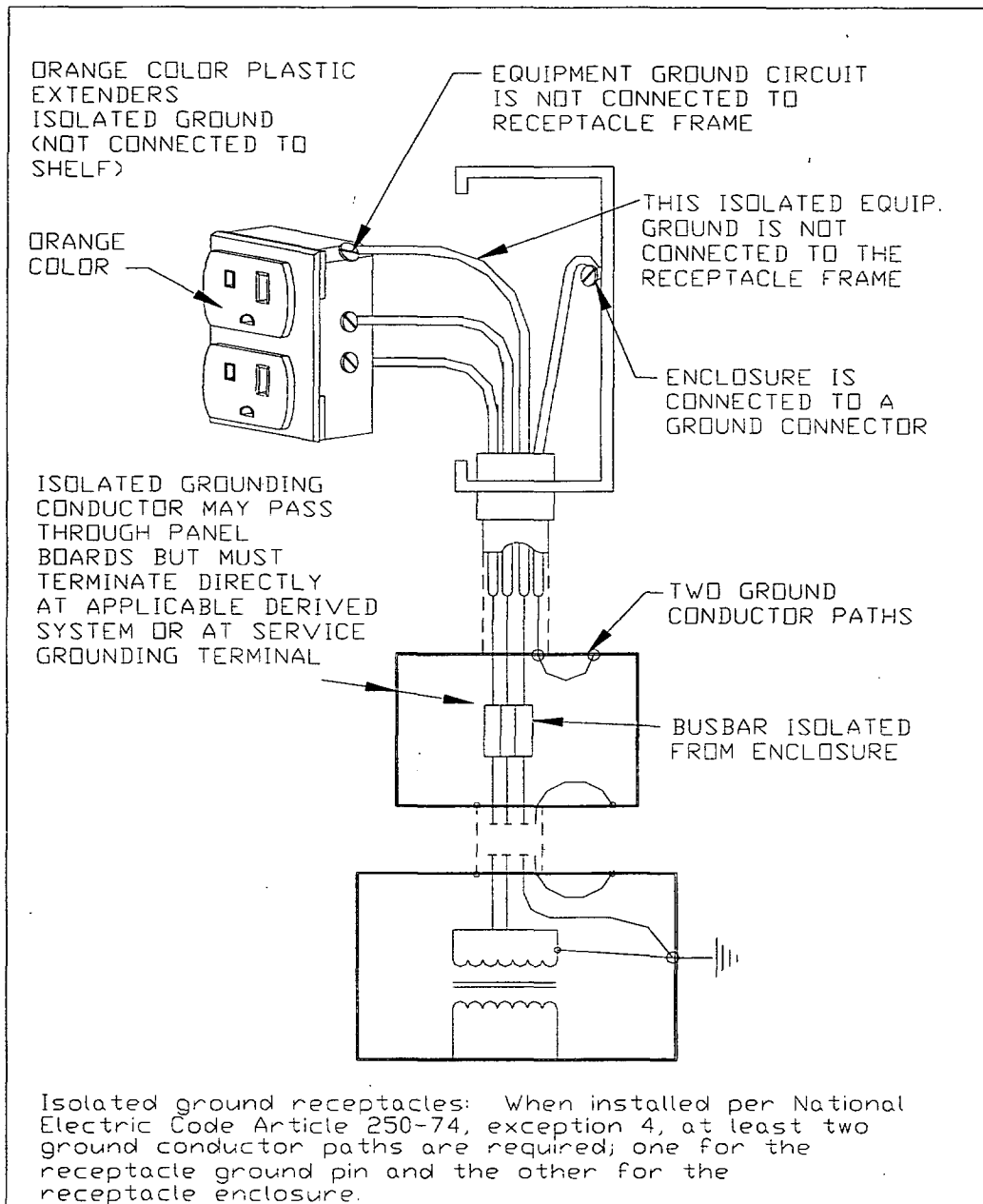
The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

**11.10. RECYCLING (OCT 1996)**

Where State and/or local law, code or ordinance require recycling programs for the space to be provided pursuant to this solicitation, the successful offeror shall comply with such State and/or local law, code or ordinance in accordance with the paragraph of the General Clauses entitled "Compliance with Applicable Law." In all other cases, the successful offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and the leased space.

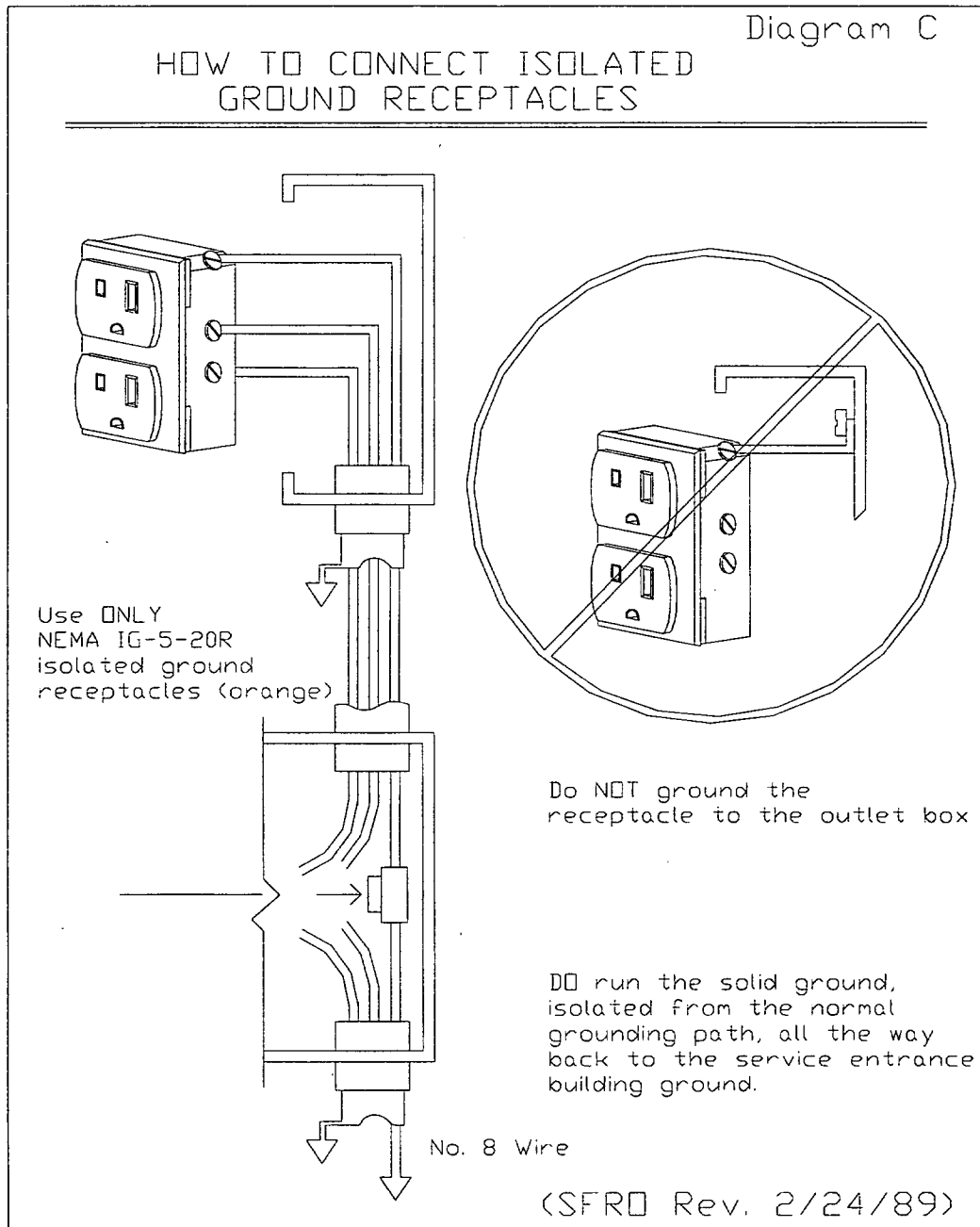
## 12.0 ATTACHMENTS

### 12.1. ATTACHMENT No. 1

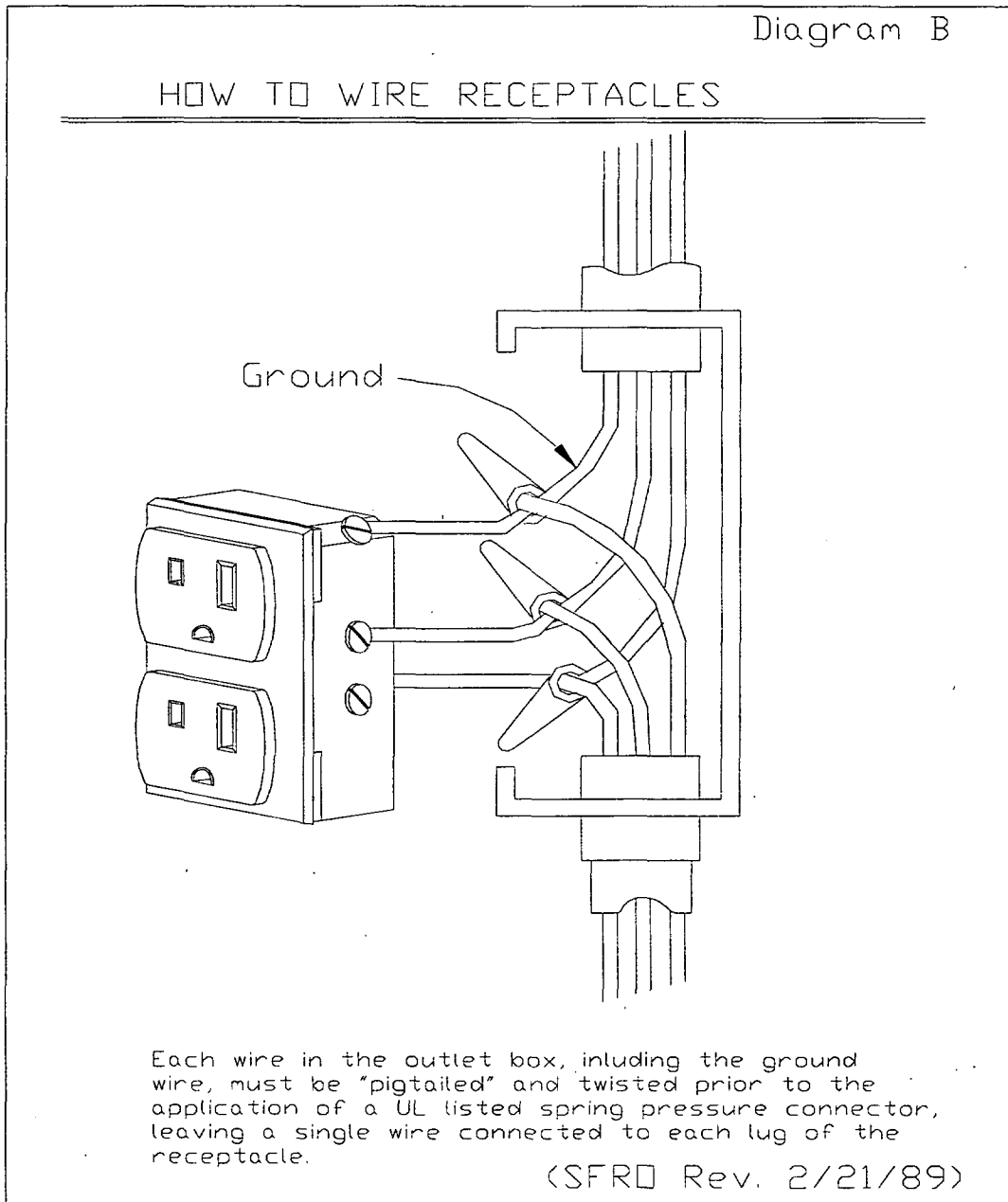


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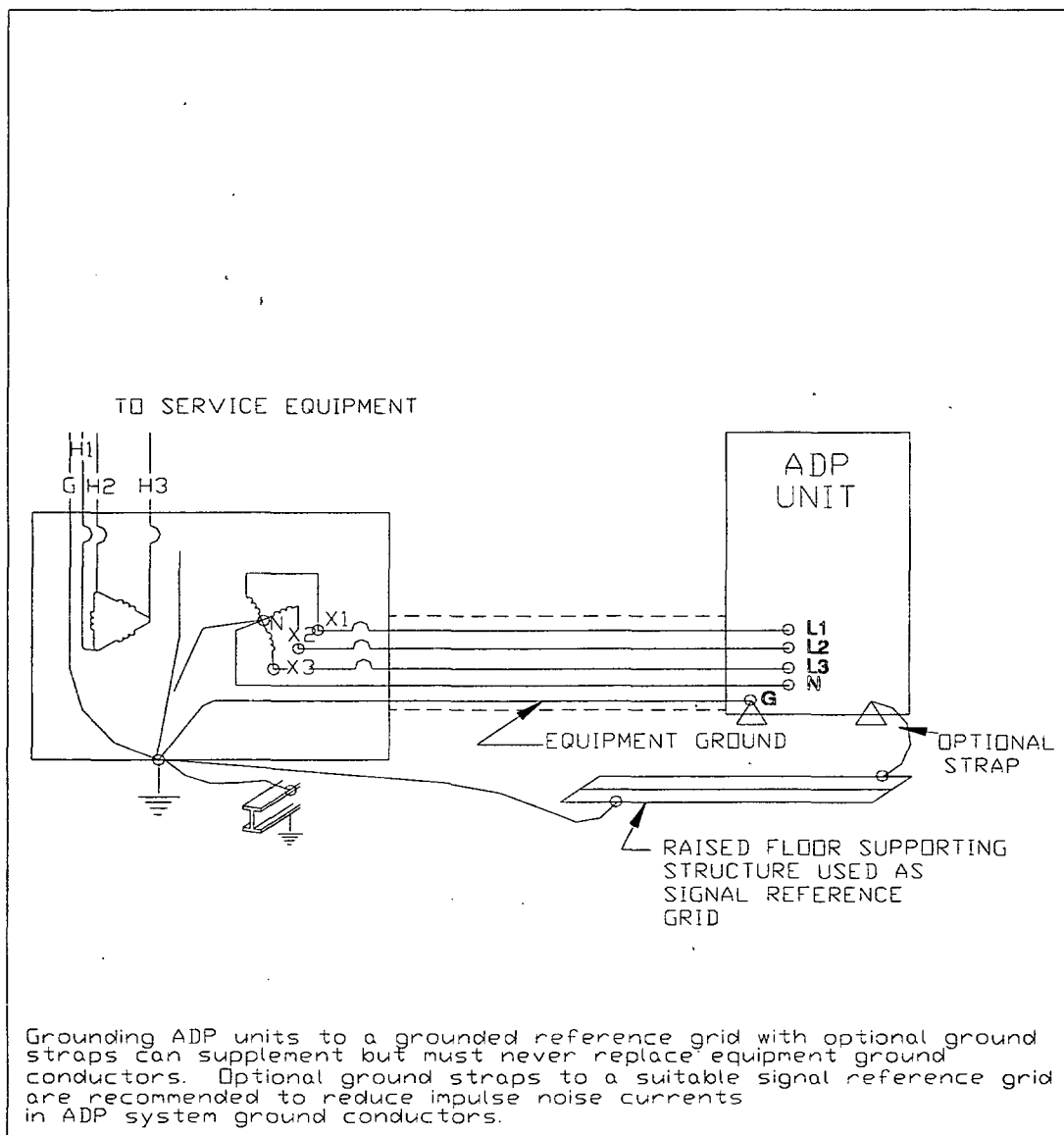
12.2. ATTACHMENT No. 2



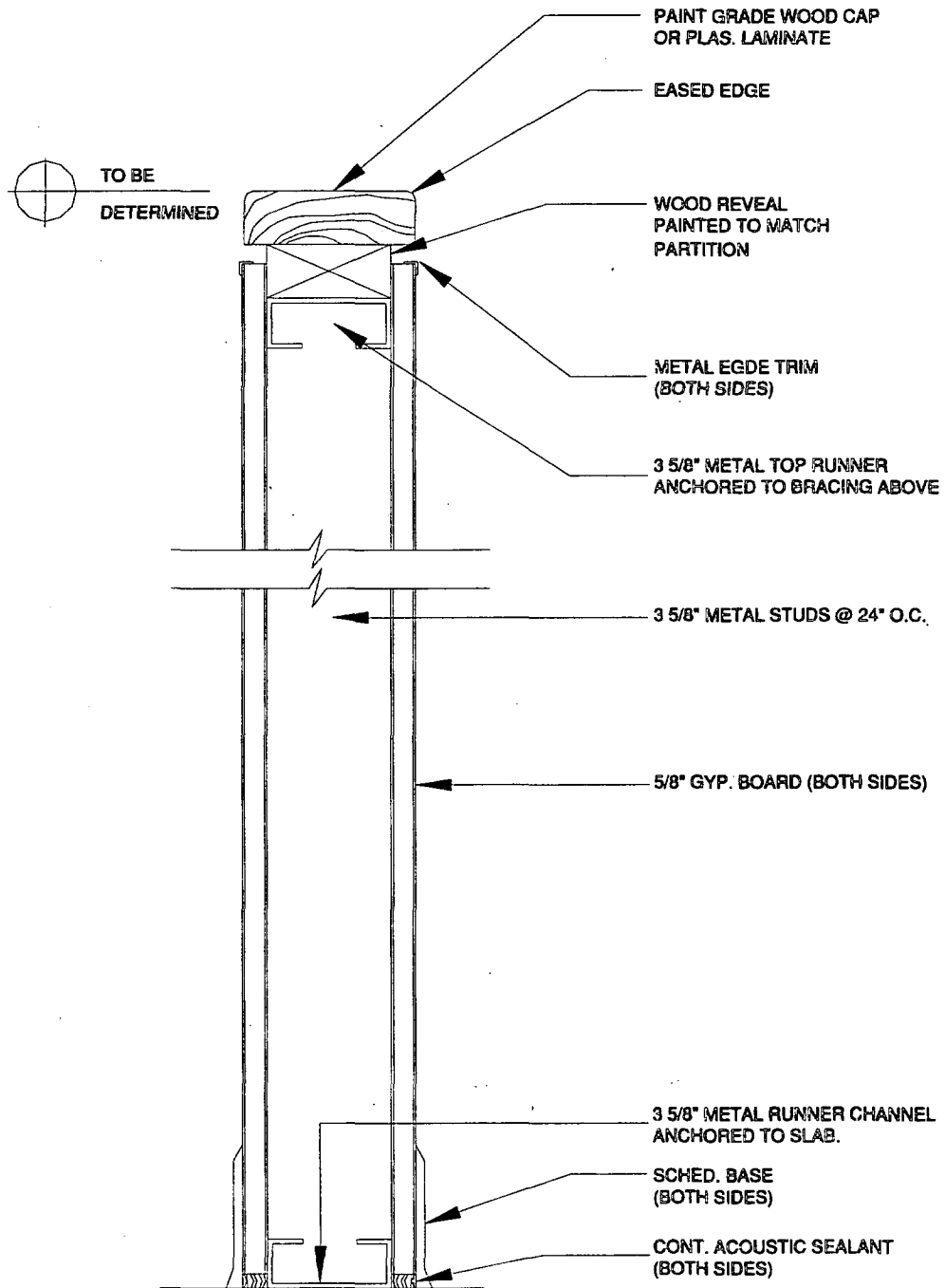
12.3. ATTACHMENT No. 3



12.4. ATTACHMENT No. 4



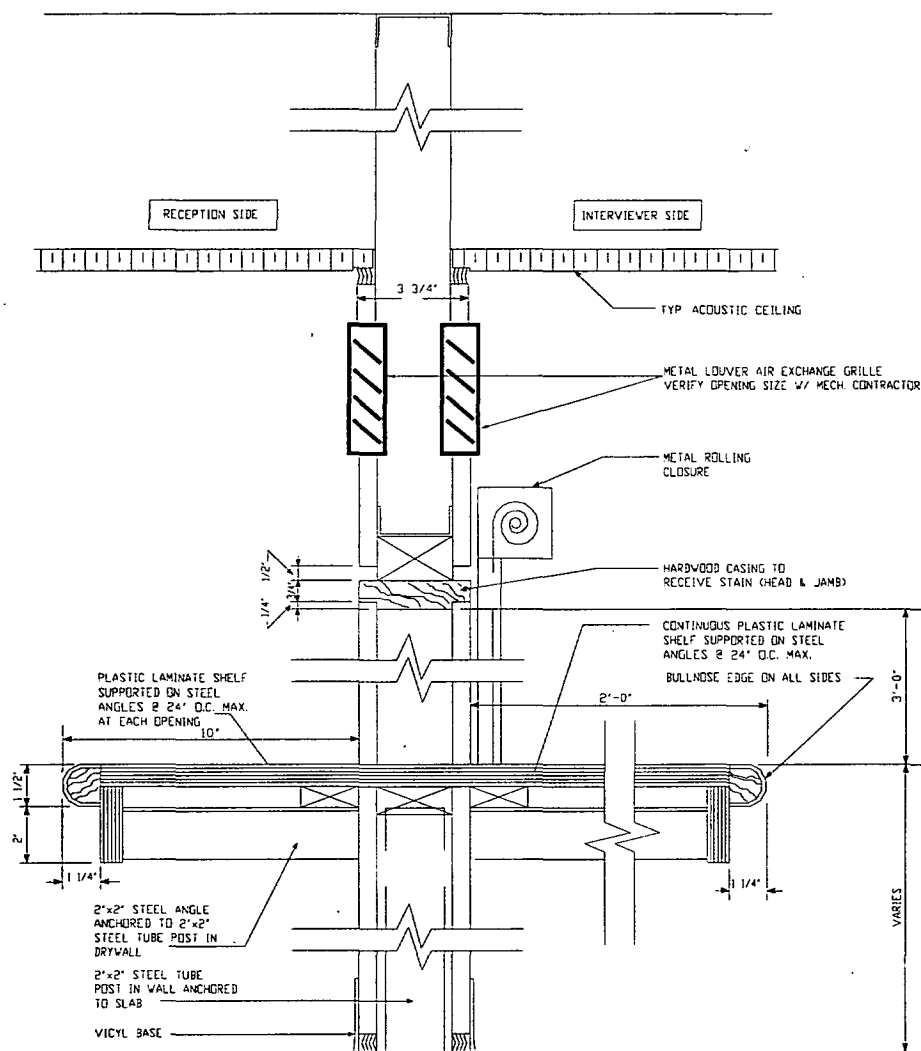
12.5. ATTACHMENT No. 5



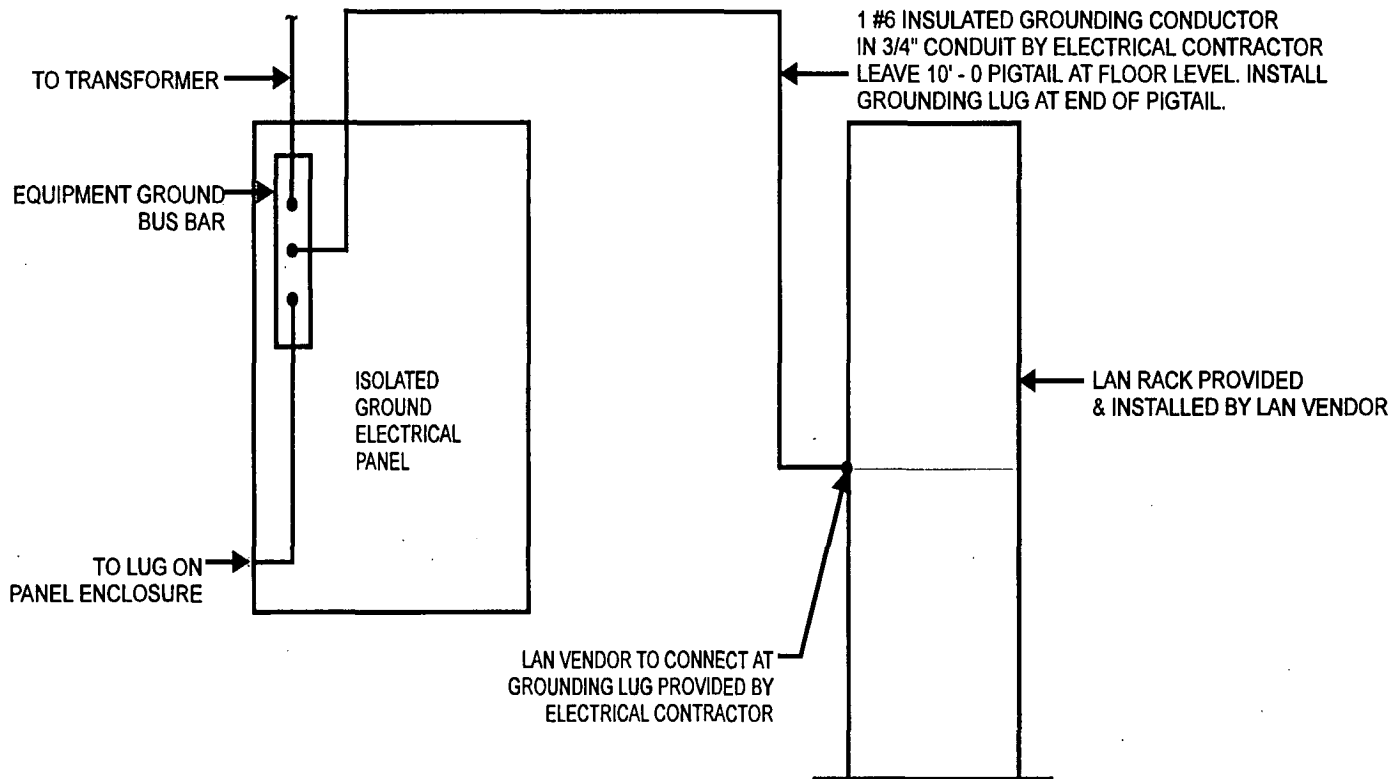
04 TYPE "B" PARTITION  
3'-1'-0"



12.6. ATTACHMENT No. 6



CASED INTERVIEW OPENING-RECEPTION  
SCALE: 3"=1'-0"



## IWS - LAN RACK GROUNDING DETAIL

12.8. ATTACHMENT No. 8

**CABLE IDENTIFICATION**

All cables shall be labeled with eleven numeric digits at both ends of the cable and on the outlet plate according to the eleven digits of the cable number.

All communication outlets at the workstation shall be labeled with the eleven digit cable number in the following manner:

RR = Regional Code

BB = Building Code

FF = Building Floor

WW = Wiring Center

XXX = Device Number

An example of this labeling scheme is demonstrated below:

**09-5602-01001**

Region = 09  
Building = 56  
Floor = 02  
Wiring Closet/Center = 01  
Device Number = 001

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**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

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CATEGORY	Clause No.	48 CFR Ref.	Clause Title
DEFINITIONS GENERAL	1	552.270-10	Definitions
	2	552.270-11	Subletting and Assignment
	3	552.270-18	Successors Bound
	4	552.270-34	Subordination, Nondisturbance and Attornment
	5	552.270-35	Statement of Lease
	6	552.270-36	Substitution of Tenant Agency
	7	552.270-37	No Waiver
	8	552.270-38	Integrated Agreement
	9	552.270-39	Mutuality of Obligation
PERFORMANCE	10	552.270-27	Delivery and Condition
	11	552.270-28	Default in Delivery - Time Extensions (Variation)
	12	552.270-30	Progressive Occupancy
	13	552.270-32	Effect of Acceptance and Occupancy
	14	552.270-12	Maintenance of Building and Premises-Right of Entry
	15	552.270-17	Failure in Performance
	16	552.270-33	Default by Lessor During the Term
	17	552.270-13	Fire and Casualty Damage
	18	552.270-15	Compliance with Applicable Law
	19	552.270-19	Alterations
	20	552.270-41	Acceptance of Space
INSPECTION	21	552.270-16	Inspection-Right of Entry
PAYMENT	22	552.232-71	Prompt Payment
	23	552.232-73	Electronic Funds Transfer Payment (Variation)
	24	552.232-72	Invoice Requirements
	25	52.232-23	Assignment of Claims
	26	552.270-31	Payment (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees
	28	52.203-7	Anti-Kickback Procedures
	29	52.223-6	Drug-Free Workplace
ADJUSTMENTS	30	552.203-73	Price Adjustment for Illegal or Improper Activity
	31	52.215-22	Price Reduction for Defective Cost or Pricing Data
	32	552.270-20	Proposals for Adjustment
	33	552.270-21	Changes (Variation)
AUDITS	34	552.215-70	Examination of Records
DISPUTES	35	52.233-1	Disputes
LABOR STANDARDS	36	52.222-26	Equal Opportunity
	37	52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
	38	52.222-36	Affirmative Action for Handicapped Workers
	39	52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

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SUBCONTRACTING	40	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	41	52.215-24	Subcontractor Cost or Pricing Data
	42	52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
	43	52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan
	44	52.219-16	Liquidated Damages- Subcontracting Plan

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GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-10 - DEFINITIONS (AUG 1992)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-11 - SUBLETTING AND ASSIGNMENT (AUG 1992)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

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3. 552.270-18 - SUCCESSORS BOUND (AUG 1992)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. 552.270-34 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (AUG 1992)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-35 - STATEMENT OF LEASE (AUG 1992)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
  - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
  - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
  - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
  - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable

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prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-36 - SUBSTITUTION OF TENANT AGENCY (AUG 1992)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-37 - NO WAIVER (AUG 1992)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-38 - INTEGRATED AGREEMENT (AUG 1992)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-39 - MUTUALITY OF OBLIGATION (AUG 1992)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-27 - DELIVERY AND CONDITION (AUG 1992)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-28 - DEFAULT IN DELIVERY - TIME EXTENSIONS (JUN 1994) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
  - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
  - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
  - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
  - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum usable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.

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- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-30 - PROGRESSIVE OCCUPANCY (AUG 1992)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-32 - EFFECT OF ACCEPTANCE AND OCCUPANCY (AUG 1992)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-12 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (OCT 1996)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-17 - FAILURE IN PERFORMANCE (AUG 1992)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-33 - DEFAULT BY LESSOR DURING THE TERM (AUG 1992)

- (a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.

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- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.
- (b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-13 - FIRE AND CASUALTY DAMAGE (AUG 1992)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-15 - COMPLIANCE WITH APPLICABLE LAW (AUG 1992)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-19 - ALTERATIONS (JUNE 1985)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. ACCEPTANCE OF SPACE (OCT 1996)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required usable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-16 - INSPECTION - RIGHT OF ENTRY (AUG 1992)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

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- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-71 - PROMPT PAYMENT (APR 1989)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
- (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
- (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount

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- approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
  - (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-73 - ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1992) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:
  - (1) The lease number to which this notice applies.
  - (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (3) Number of account to which funds are to be deposited.
  - (4) Type of depositor account ("C" for checking, "S" for savings).
  - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-72 - INVOICE REQUIREMENTS (VARIATION) (APR 1989)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party,

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except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

26. 552.270-31 - PAYMENT (AUG 1994 ) (VARIATION)

- (a) When space is offered and accepted, the usable square footage delivered will be confirmed by:
- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
  - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of usable square footage stated in the lease.
- (c) If it is determined that the amount of usable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the usable square foot (USF) rate equals the reduction in annual rent. The rate per usable square foot is determined by dividing the total annual rental by the usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

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(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

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- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

30. 552.203-73 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--
  - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
  - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
  - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

31. 52.215-22 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1995)

(Applies when cost or pricing data is required for work or service exceeding \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost pricing data.
- (c)
  - (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
    - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
    - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative

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- action to bring the character of the data to the attention of the Contracting Officer.
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
- (A) The understated data was known by the Contractor to be understated when the Certificate or Current Cost or Pricing Data was signed; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

32. 552.270-20 - PROPOSALS FOR ADJUSTMENT (APR 1995)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
  - (1) Material quantities and unit costs;
  - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
  - (3) Equipment costs;
  - (4) Worker's compensation and public liability insurance;
  - (5) Overhead;
  - (6) Profit; and
  - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
  - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.804-2);
  - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.804-4); and
  - (3) The agreement for "Price Reduction for Defective Cost or Pricing Data" must be signed and returned (48 CFR 15.804-8).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

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33. 552.270-21 - CHANGES (JUL 1995) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
  - (1) Specifications (including drawings and designs);
  - (2) Work or services;
  - (3) Facilities or space layout; or
  - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
  - (1) A modification of the delivery date;
  - (2) An equitable adjustment in the rental rate;
  - (3) A lump sum equitable adjustment; or
  - (4) An equitable adjustment of the annual operating costs per usable square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.233-1 - DISPUTES (OCT 1995)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer

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- for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--  
(A) Exceeding \$100,000; or  
(B) Regardless of the amount claimed, when using--  
(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or  
(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.
36. 52.222-26 - EQUAL OPPORTUNITY (APR 1984)
- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

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- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
  - (8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.
  - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
  - (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.
37. 52.222-35 - AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

(b) General.

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- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--
    - (i) Employment;
    - (ii) Upgrading;
    - (iii) Demotion or transfer;
    - (iv) Recruitment;
    - (v) Advertising;
    - (vi) Layoff or termination;
    - (vii) Rates of pay or other forms of compensation; and
    - (viii) Selection for training, including apprenticeship.
  - (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.
- (c) Listing openings.
- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
  - (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
  - (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
  - (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
  - (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.
- (d) Applicability.
- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
  - (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- (e) Postings.
- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
  - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

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- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era veterans.
  - (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
  - (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.
38. 52.222-36 - AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- (a) General.
    - (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as--
      - (i) Employment;
      - (ii) Upgrading;
      - (iii) Demotion or transfer;
      - (iv) Recruitment;
      - (v) Advertising;
      - (vi) Layoff or termination;
      - (vii) Rates of pay or other forms of compensation; and
      - (viii) Selection for training, including apprenticeship.
    - (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.
  - (b) Postings.
    - (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.
    - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
    - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.
  - (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
  - (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.
39. 52.222-37 - EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
- (a) The Contractor shall report at least annually, as required by the Secretary of Labor, on:
    - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

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- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
  - (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
  - (c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.
  - (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
  - (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
  - (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.
40. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)
- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
  - (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
  - (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
    - (1) The name of the subcontractor,
    - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
    - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
    - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
41. 52.215-24 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1995)
- (Applies when the clause 52.215-22 is applicable.)
- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.

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- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), when entered into, the Contractor shall insert either--
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data--Modifications.

42. 52.219-8 - UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- (d) The term "small business concerns owned and controlled by women" shall mean a small business concern--
  - (1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and
  - (2) Whose management and daily business operations are controlled by one or more women; and
- (e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and

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controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

43. 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996)

(Applies to leases which exceed \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

- (d) The offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of--
  - (i) Total dollars planned to be subcontracted;
  - (ii) Total dollars planned to be subcontracted to small business concerns;
  - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (iv) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) small disadvantaged business concerns and (iii) women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as a small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

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- (8) A description of the efforts the offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
  - (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.
  - (10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
  - (11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
    - (i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns.
    - (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns.
    - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.
    - (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources.
    - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
    - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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- (g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.
- (2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.
- (3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

44. 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantage and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	Solicitation Number GS-05B16645	Dated November 3, 1999
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997) (VARIATION)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 6515.
- (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$15 million or less for the preceding three fiscal years.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (c) *Definitions. Small business concern*, as use in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*Small disadvantaged business concern*, as use in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by an economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

*Women-owned small business concern*, as use in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) *Notice:*
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OCT 1995)

- (a) *Representation.* The Offeror represents that it ☐ is, ☒ is not a women-owned business concern.
- (b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The Offeror represents that --

- (a) It ☐ has, ☒ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that --

- (a) It ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.222-21 - CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
  - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
  - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.  
(Approved by OMB under Control Number 1215-0072.)

6. 552.203-4 - CONTINGENT FEE REPRESENTATION AND AGREEMENT (MAY 1989)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror or bona fide established real estate agents or brokers maintained by the Offeror for the purpose of securing business, the Offeror --

[Note: The Offeror must check the appropriate boxes. For interpretation of the term "bona fide employee or agency," see paragraph (b) of the Covenant Against Contingent Fees clause.]

- (1) ☐ Has, ☒ has not, employed or retained any company or persons to solicit or obtain this lease; and
  - (2) ☐ Has, ☒ has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer --
  - (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

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INITIALS:

LESSOR

& GOVERNMENT

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- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

7. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and  
(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

8. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(Applies to leases which exceed \$100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

- (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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- (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

10. 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

- \* TIN: (b) (6), (b) (4)
- \* TIN has been applied for.
- \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of a Federal, state, or local government;
- \* Other. State basis. \_\_\_\_\_

(d) *Corporate Status.*

- \* Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- \* Other corporate entity;

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- \* Not a corporate entity:
- \* Sole proprietorship
- \* Partnership
- \* Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) **Common Parent.**

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* Name and TIN of common parent:

Name N/A  
TIN \_\_\_\_\_

11. **OFFEROR'S DUNS NUMBER (APR 1996)**

Enter number, if known: \_\_\_\_\_

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) Kay E. McCabe, Trustee Ralph L. Bledsaw Jr. Irrevocable Trust 110 Merchant Street Decatur, IL 62523 (b) (6) Signature _____	Telephone Number 217/429-1000 Bledsaw Equities, Inc. Date <u>11/03/99</u>

GS-05B-16645  
INITIALS: Kem & ade  
LESSOR GOVERNMENT

11/03/99



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE

Jan 18, 2001

TO LEASE NO.  
GS-05B-16645

ADDRESS OF PREMISES 606 West Pershing Road  
Decatur, Illinois 62526

THIS AGREEMENT, made and entered into this date by and between

**RALPH L. BLEDSAW JR. IRREVOCABLE TRUST**  
Kay E. McCabe, Trustee  
C/O Bledsaw Equities, Inc.

whose address is

110 Merchant Street  
Decatur, Illinois 62526

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective, as follows:

1. The application of a sealer that is recommended by Interface Flooring Systems, Inc. is to be applied to the concrete slab throughout the entire space that is occupied by the Government.
2. The effective date of the Lease is officially November 1, 2000.
3. The amount of space occupied is now 10, 507 rentable square feet which yields 9,137 usable square feet.
4. The Government shall pay the Lessor annual rent of \$253,323.77 per annum. Rent for a lesser period will be prorated.
5. Payment for rent will be disbursed once the carpeting is satisfactorily installed in the office.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

(b) (6)

Trustee

IN PRESENCE

UNITED STATES OF AMERICA GENERAL (b) (6)

BY CONTRACTING OFFICER

Contracting Officer

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO 2

DATE

11/20/01

TO LEASE NO.  
GS-05B-16645

ADDRESS OF PREMISES

606 W. Pershing Road  
Decatur, IL 62526-0000

THIS AGREEMENT, made and entered into this date by and between

Frank C. Tyrolt, As trustee of the Frank C. Tyrolt Revocable Trust U/A 5-18-00  
whose address is 724 N. Mercer Street  
Decatur, IL 62522-1699

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2001, as follows:

This SLA is being issued to reflect a change in Lessor's name only:

Former Lessor's Name: Kay E. McCabe, As Trustee of the Bledsaw Family Minority Trust  
110 Merchant Street  
Decatur, IL 62523-0000

New Lessor's Name: Frank C. Tyrolt, As Trustee of the the Frank C. Tyrolt Revocable Trust U/A 5-18-00  
724 N. Mercer Street  
Decatur, IL 62522-1699

Rent shall be made payable and sent to: SEE NOTICE OF ASSIGNMENT

Payee's Name and Address: Frank C. Tyrolt, As Trustee of the Frank C. Tyrolt Revocable Trust U/A 5-18-00  
724 N. Mercer Street  
Decatur, IL 62522-1699

SSN# 349-22-3608

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR (b) (6)

BY

IN PRESEN

Trustee  
(Title)

3148 E. Division  
Decatur, IL 62526  
(Address)

UNITED STATES (b) (6)

SERVICES ADMINISTRATION

BY

(Signature)

Contracting Officer

(Official Title)

GENERAL SERVICES ADMINISTRATION

Supplemental Lease Agreement No. 3

DATE:

To Lease No.: GS-05B-16645

9-30-03

PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

Settlement of Debits and Credits, and Change Orders

ADDRESS OF PREMISES

606 West Pershing Road  
Decatur, Illinois

THIS AGREEMENT, made and entered into this date by and between:

Frank C. Tyrolt, As Trustee of the Frank C. Tyrolt Revocable Trust U/A 5-18-00  
724 N. Mercer Street  
Decatur, Illinois 62522-1699

hereinafter called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Government has accepted the Premises effective November 1, 2000 for occupancy, and the Government and the Lessor wish to settle the costs for debits and credits.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective November 1, 2000, as follows:

The Government agrees to reimburse the Lessor the amount of (b) (4) for the items summarized on page 2 of this Supplemental Lease Agreement (SLA) No. 3, which the Lessor provided in excess of the items originally specified in the Lease. The Lessor, in accepting this resolution of the debits and credits in SLA No. 2, relinquishes any and all future claims for reimbursement for outstanding change orders, and debits and credits for items supplied to the Government as of September 9, 2003.

The lessor certifies that the request for reimbursement is made in good faith; that the supporting data are accurate and completed to the best of its knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Lessor believes that Government is liable; and that the Lessor is duly authorized to certify the request for reimbursement.

This is page 1 of 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: FRANK C. TYROLT REVOCABLE TRUST U/A 5-8-00

BY:

(b) (6)

Trustee

(Title)

IN PR

3448 E Division St

Decatur IL 62526

(Address)

UNIT

SERVICES ADMINISTRATION

BY:

GERALD K. KOSMAN (Signature)

CONTRACTING OFFICER

(Official Title)

**DEBITS / CREDITS**  
**LEASE NO. GS-05B-16645**

**DECATUR, IL**

ITEM No	ITEM	SFO	ACTUAL	DIFF	UNIT COST	AMOUNT DUE GOV'T	AMOUNT DUE LESSOR
1	PARTITION LIN. FT.	400	504	104	(b) (4)		
2	1/2 PART. LIN. FT.	50	36	14			
3	DOORS	15	15	0			
4	DUPLEX IG OUTLET	40	21	-19			
5	DED DUP OUTLET	10	6	-4			
6	DED & IG DUP OUTLT		8				
7	DATA LINES	46	25	-21			
8	TELEPHONE OUTLET	46	22	-24			
9	DUPLEX OUTLET	30	59	29			
10	IVT NETWORK		2	2			
	SUB TOTAL						
	TOTAL						

**TOTAL DUE TO LESSOR FOR INITIAL BUILDOUT:**

(b) (4)

THE SUPPLEMENTAL AGREEMENT NO. 3 COMPLETES ALL DEBITS, CREDITS AND LUMP SUM PAYMENTS FOR INITIAL SPACE ALTERATIONS.

LESSOR:

(INITIAL)

(DATE)

GOV'T:

(INITIAL)

(DATE)



2011-Jun-16 04:23 PM GSA 3128864790

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 4 Revised 8/16/2011	DATE
ADDRESS OF PREMISES 606 W Pershing Road Decatur, IL 62526-1633		TO LEASE NO. GS-05B-16846	
THIS AGREEMENT, made and entered into this date by and between  Frank C. Tyrolt, As Trustee of the Frank C. Tyrolt Revocable Trust U/A 5-18-00 whose address is 724 N. Mercer Street Decatur, IL 62522-1699  hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  WHEREAS, the parties hereto desire to amend the above Lease.  NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>11/1/2010</u> , as follows:  Supplemental Lease Agreement Number 4 is issued to reduce the annual rental payment after the firm term of the lease by (b) (4) per useable square foot and to re-state the actual square footage leased to the government.  1. Paragraph 1 of the lease is deleted in its entirety and replaced with the following Paragraph 1:  "1. The Lessor hereby lease to the Government the following described premises: 10,507 rentable square feet, 9,137 useable square feet of ground floor office space and 30 outside, on-site parking spaces at the site known as: Social Security Administration Building, 606 West Pershing Road, Decatur, Illinois 62526-1633."  2. Paragraph 3 of the lease is deleted in its entirety and replaced with the following Paragraph 3:  "3. The Government shall pay the Lessor annual rent of \$253,323.77, \$21,110.31, per month in arrears for years 1-10, escalated. Then for years 11-20, effective November 1, 2010, the Government shall pay the Lessor an annual rental payment, less (b) (4) in arrears, escalated. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:  Frank C. Tyrolt, As Trustee of the Frank C. Tyrolt Revocable Trust U/A 5-18-00 724 N. Mercer Street Decatur, IL 62522-1699."  All other terms and conditions of the lease shall remain in force and effect.  IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR: (b) (6) BY [Redacted] TRUSTEE 1521 West Riverview Decatur, IL 62522 (Address) UNITED STATES OF AMERICA BY [Redacted] Lease Contracting Officer (Official Title)			

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO 5

DATE  
March 5, 2012

TO LEASE NO.  
GS-05B-16645

ADDRESS OF PREMISES 606 W Pershing Road  
Decatur, IL 62526-1633

THIS AGREEMENT, made and entered into this date by and between

Frank C. Tyrolt, As Trustee of the Frank C. Tyrolt Revocable Trust U/A 5-18-00  
whose address is 724 N. Mercer Street  
Decatur, IL 62522-1699

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective 11/1/2010, as follows:

Supplemental Lease Agreement Number 5 is issued to replace Supplement Lease Agreement number 4 and to reduce the annual rental payment effective with year 11 of the lease, November 1, 2010, by (b) (4) and to re-state the actual square footage leased to the government.

1. Paragraph 1 of the lease is deleted in its entirety and replaced with the following Paragraph 1:

"1. The Lessor hereby lease to the Government the following described premises: 10,507 rentable square feet, 9,137 useable square feet of ground floor office space and 30 outside, on-site parking spaces at the site known as: Social Security Administration Building, 606 West Pershing Road, Decatur, Illinois 62526-1633."

2. Paragraph 3 of the lease is deleted in its entirety and replaced with the following Paragraph 3:

"3. The Government shall pay the Lessor annual rent of \$253,323.77, \$21,110.31, per month in arrears for years 1-10, escalated. Then for years 11-20, effective November 1, 2010, the Government shall pay the Lessor an annual rental payment, less (b) (4) in arrears, escalated. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Frank C. Tyrolt, As Trustee of the Frank C. Tyrolt Revocable Trust U/A 5-18-00  
724 N. Mercer Street  
Decatur, IL 62522-1699."

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: (b) (6)

Frank C. Tyrolt, As Trustee of the Frank C. Tyrolt Revocable Trust U/A 5-18-00

BY

TRUSTEE

(Title)

IN PRESENCE

2944 S. Crestwood  
Decatur, IL 62521

(Address)

UNITED STATES OF AMERICA

ADMINISTRATION

BY

Lease Contracting Officer

(Official Title)



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 6
LEASE AMENDMENT	TO LEASE NO. GS-05B-16645
ADDRESS OF PREMISES Social Security Administration 606 W. Pershing Road Decatur, IL 62526-1633	:

THIS AGREEMENT, made and entered into this date by and between

whose address is: Floreat Lee, LLC  
606 W. Pershing Road  
Decatur, IL 62526-1633

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 30, 2015 as follows:

- Lease Amendment No. 6 is issued to reflect a change of ownership thereby modifying the Lessor/Payee Information, Tax Identification Number, Duns Number and either GSA Form 3518 or 3518A, Representations and Certifications as applicable.
- The New Lessor assumes, approves, adopts and agrees to be bound by all the terms of the Lease.

FORMER LESSOR/PAYEE  
Frank C. Tyrolt, Trustee of the Frank  
724 N. Mercer Street  
Decatur, IL 62522-1699

NEW LESSOR/PAYEE  
Floreat Lee, LLC  
606 W. Pershing Road  
Decatur, IL 62526-1633  
DUNS NUMBER: 079951647  
TIN: 47-4358079  
Phone Number: 217-877-7171

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)  
Name: FLOREAT LEE  
Title: MEMBER  
Entity Name: Floreat Lee, LLC  
Date: 2-9-2016

FOR THE GOVERNMENT:

Name: Latrice D. Lacy  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Real Estate Division  
Date: FEB 18 2016

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)  
Name: CHRISTOPHER K. BRADLEY  
Title: ATTORNEY  
Date: 2-9-2016